City Council

Regular Meeting & Work Session Agenda

Tuesday, January 20, 2026
6:00 PM immediately following the closed meeting (whichever is later)
Elk River City Hall

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

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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 December 15, 2025, Meeting Minutes
- 4.2 January 05, 2026, Meeting Minutes
- 4.3 Check Register
- 4.4 Resolution 26-04: Finding of Fact Approving the Poythress Variance
- 4.5 Resolution 26-05: Finding of Fact Denying a Variance Application for 17379 Twin Lakes Rd NW
- 4.6 Liquor Division Administrative Assistant Position Description
- 4.7 2026 Ford F-150 Wastewater
- 4.8 2026 Mack Plow Truck Replacement
- 4.9 Cellebrite Agreement 26-02
- 4.10 Agreement with Cornerstone Auto and the Elk River Fire Department
- 4.11 Crafco Pavement Router
- 4.12 Hire Senior Activity Center Assistant
- 4.13 Agreements 26-03 and 26-04: 165th Ave Utility Easements
- 4.14 Ralphie's Access Easement Agreement 26-05

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 Civilian Award: Taylor Quinn

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 Ordinance 26-02: Reasonable Accommodation Ordinance

7.2 Ordinance 26-03 and Resolution 26-06: PUD Amendment, Plat of Elk Ridge Center Seventh Addition, and CUP to Allow Construction of a Discount Tire Store, PID 75-00899-0010

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.

9. MOTION TO ADJOURN REGULAR MEETING

10. 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.

10.1 Northbound Liquor Store Design Update

10.2 Review Racin' Repair CUP

10.3 Streetlight and Signal Light Utility

10.4 Yale Street Sanitary Sewer Backup Update

10.5 Discuss Downtown Reconstruction Project - Parking Lots

10.6 Discuss BUILD Grant Opportunity - Main Street Grade Separation with TH10 and BNSF Railroad

11. MOTION TO ADJOURN

12. INFORMATION

Meeting of the City Council
Held at the Elk River City Hall
Monday, December 15, 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, Business Services Director/Assistant City Administrator Joe Stremcha, Community Development Director Zack Carlton, Senior Planner Chris Leeseberg, Fire Chief Mark Dickinson, Police Chief David Kuhnly, Juvenile Detective Sergeant Don Birdsell, Parks and Recreation Manager Jeff Shelby, Liquor Operations Manager Joe Audette, Northbound Liquor Store Manager Megan Knopik, Fire Administrative Assistant Giselle Hattesohl, Public Works Supervisor Mitch Litfin, and Deputy Clerk Jolene Richter
Others Present:	City Attorney Jared Shepherd, Sherburne County Health and Human Services Mark Lees, Parks and Recreation Commissioner Dave Anderson

1. CALL MEETING TO ORDER
   Pursuant to due call and notice thereof, the meeting was called to order at 6:05 p.m..

2. PLEDGE OF ALLEGIANCE
   The Pledge of Allegiance was recited.

3. CONSIDER AGENDA
   Moved by Councilmember Wagner and seconded by Councilmember Beyer to approve the agenda. Motion carried 5-0.

4. CONSENT AGENDA
   Moved by Councilmember Calva and seconded by Councilmember Beyer to approve the following consent items as outlined in their respective staff reports. Motion carried 5-0.

   4.1 December 1, 2025 Minutes

   4.2 Check Register

   4.3 Resolution 25-77: 2026 Compensation Plan for Non-Organized Employees

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4.4 Personnel Policy Manual Update

4.5 Agreement 25-38: Accurint Virtual Crime Center Servic38

5. OPEN FORUM

Chad Lecy, 11230 196th Lane NW, shared comments regarding the Cannabound plan. He does not agree with the Cannabound plan and is concerned about the funds for the city and the citizens to fund the plan.

6. PRESENTATIONS, AWARDS, AND RECOGNITION

6.1 City of Elk River Volunteer of the Month

Mayor Dietz presented the December Volunteer of the Month award to Dianne Telfer. He highlighted the following:

- Active member of the American Legion Auxiliary
- Membership chair at the Auxiliary, handling new members, dues, and reporting to the state
- Crochets hats and mittens for Sherburne County RSVP
- Crochets animals and donates them to the baby bundles group at her church.
- Signs up crafters for the October Craft and Bake sale at the American Legion Club

6.2 Introduction of New Employee

Chief Dickinson introduced Fire Administrative Assistant, Giselle Hattesohl.

The Council welcomed her.

6.3 Promotion of Fire Lieutenant

Chief Dickinson introduced Gordon Myette, who is being promoted to lieutenant. Councilmember Grupa administered the oath of office. The badging ceremony was held.

6.4 Oath of Office: Firefighters

Chief Neumann introduced the firefighters. Councilmember Grupa administered the oath of office. The badging ceremony was held.

7. PUBLIC HEARINGS

7.1 Conditional Use Permit: Amendment to CU 24-21 for Outdoor Storage of Vehicles and Equipment, 15861 Jarvis St NW, Northstar Trucking

The staff report was presented.

Councilmember Grupa, on behalf of Mayor Dietz, opened the public hearing. There being no one to speak to this matter, Councilmember Grupa closed the public hearing.

Moved by Councilmember Wagner and seconded by Councilmember Beyer to approve the Conditional Use Permit amendment with the following conditions to satisfy the standards set forth in Section 30-654:

1. **Outdoor storage shall be allowed for only the following vehicles:**
    a. **Properly licensed, registered, and operable;**
    b. **Semi-trucks, semi-trailers, and other delivery trucks;**
    c. **Motor vehicles;**
    d. **Recreational vehicles, campers, motor homes, and fifth-wheel trailers;**
    e. **Trailers;**
    f. **Boats;**
    g. **Light and heavy equipment;**
    h. **Enclosed shipping containers; and**
    i. **Cars and trucks.**
2. **Vehicle Wrecking Yards and Salvage Yards, as defined by the City of Ramsey, and Salvage Yards, as defined by the City of Elk River, shall not be permitted.**
3. **Outdoor storage of products, equipment, materials, supplies, debris, or any vehicles not properly licensed, registered, or operable is not permitted, except for snow removal equipment and supplies for the site in conformance with the applicable municipality's regulations.**
4. **If any violations of condition #3 are documented more than once in a calendar year, in either jurisdiction, the Conditional Use Permit will be brought to the City Council for direction on revocation.**
5. **Motor vehicle, trailer, and boat sales are prohibited.**
6. **Car dealer overflow parking is prohibited.**
7. **Approvals from the City of Ramsey, PUD Ordinance, Site Plan Review Resolution, and Development Agreement shall be recorded and copies provided.**
8. **Schedule a site visit with the Building Official and Fire Marshal to review and complete any required code updates by June 1, 2026.**
9. **All driving and parking areas shall be paved with an approved surface (bituminous, Class 5, or concrete) by June 1, 2026.**
10. **Stripe the parking lot as shown on the city site plan dated March 17, 2025, by June 1, 2026.**
11. **Drive lanes need to maintain a minimum of 24-foot width throughout the site.**
12. **All driving areas and outdoor storage/parking areas shall be bound by a B612 concrete curb and gutter by June 1, 2026.**
13. **A reinforced concrete strip, a minimum of one (1) foot wide and centered on the property line, must be installed and maintained along the city/county border to clarify any relevant jurisdictional issues by June 1, 2026.**
14. **Site lighting shall comply with Section 30-937 by June 1, 2026.**
15. **Update submitted plans as needed to demonstrate compliance with state and local stormwater management requirements across both parcels/jurisdictions by June 1, 2026.**

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16. **Submit documentation showing compliance with all Minnesota Pollution Control standards by June 1, 2026.**
17. **A 6-foot-tall, 100% opaque privacy fence shall be installed along the north property lines by June 1, 2026.**
18. **This Conditional Use Permit (CU 24-21) must be recorded by June 15, 2026, or the operation on the property must cease.**
19. **A 200 sq ft. guard shack/office shall be allowed in Elk River, and will require all necessary commercial building permits and meet the required setbacks.**
20. **There shall be no repair or maintenance of any vehicles, trailers, or boats on the site.**
21. **The idling of a truck tractor or other business equipment in excess of 15 minutes is prohibited from April 16 through October 31, and idling in excess of 30 minutes is prohibited from November 1 through April 15.**
22. **In the event a gate is installed, access to the property must include key boxes for both the Elk River and Ramsey Fire Departments.**
23. **In the event either parcel is owned separately, or one municipality revokes its approval, each parcel will need to conform to each jurisdiction's ordinance and codes individually, including, but not limited to, stormwater ponds, setbacks, screening, curbing, and landscaping.**
24. **An amendment to this Conditional Use Permit will be required for future expansions/additions not shown on the city site plan dated March 17, 2025.**
25. **Conditional Use Permits, case numbers CU 23-16 and CU 24-21, shall become void.**

Motion carried 5-0.

7.2 Variance: Water Oriented Structure Size, Benjamin Poythress - 13640 Island View Dr NW

The staff report was presented.

Councilmember Grupa opened the public hearing on behalf of Mayor Dietz.

Andrea and Benjamin Poythress, 13640 Island View Dr NW, applicant, asked for approval of a modest storage shed so their family can safely store lake equipment. Mrs. Poythress explained that a lot of their land is wetland that they pay taxes on, and explained that they take care of their property, and added that the shed would not be about luxury but about function. She continued to explain that a 10x10 shed would not be able to store a 10-foot kayak and safety equipment. She also stated that they did receive support from the neighbors and submitted eight letters of support.

Councilmember Grupa closed the public hearing.

Councilmember Grupa asked what the yardage was from your back door to the storage area. Mr. Poythress stated that it is about 100 yards, but it is not a straight path; it is a winding path.

Councilmember Wagner stated that they did receive eight letters of support from their neighbors, saying that there are no hardships due to the request. Councilmember Wagner agreed with them that they didn't know the deck and the building would be considered as one. She stated that she does not think it is an unreasonable request to build a deck to enjoy the lake and have an enclosed building to store things on the lake. She would rather see things stored in a building than under a deck or out in

the yard. She stated that, given the situation, she thinks it is a reasonable request.

Councilmember Calva asked if the city is concerned that if we allow this one, then the city will have eight other requests to build larger structures in their backyards. Mr. Leeseberg asked how to say no to someone who is asking for the same kind of request.

Councilmember Calva asked if it was visible from the lake. Mrs. Poythress stated that it was not, and it is in a private bay. Councilmember Calva asked if the neighbors could see it from their backyard. Mr. and Mrs. Poythress explained that, considering the wooded lot, it would be hard to see.

Councilmember Calva explained that he would have no problem making an exception in this case as long as there were not going to be eight other exceptions.

Councilmember Wagner stated that they do not know if there are going to be other requests, and every project should have its own merit.

Councilmember Beyer thanked them for what they have done and stated that they have done the work by talking to their neighbors, to the city, and to the DNR. He explained a lot of times, exceptions are hard to make when you have negative neighbors and such, but in this case, there are none, and he has respect for them doing the work. He also thanked them for keeping up the work on the easements. Councilmember Beyer explained that he knows it is a hidden area and no one is ever going to see it. He went on to explain that, given the situation, he could support the exception.

Moved by Councilmember Wagner and seconded by Councilmember Beyer, directing staff to draft a resolution making Findings of Fact, approving the variance to exceed the permitted size of a water-oriented storage structure, for approval at the January 5, 2026, Council meeting. Motion carried 5-0.

7.3 Variance: Parking and Wetland Setback to Support Development of an Apartment Building, Pat Briggs - 17379 Twin Lakes Rd NW

The staff report was presented.

Councilmember Grupa opened the public hearing on behalf of Mayor Dietz.

Patrick Briggs, 17379 Twin Lakes Road, subject property, handed to the Council a letter that was presented to the neighbors. Mr. Briggs explained that they have been kind and cordial to the neighbors throughout the years, but now it is time to develop the property and move forward. Mr. Briggs compared this property to the Hillside Heights property to the north regarding parking requests and stated his request is reasonable. He went on to explain different aspects of why the Council should approve the variance.

Councilmember Calva stated his biggest concern is that the person has private access.

Matthew and Morgan Lerfald, 17395 Twin Lakes Rd NW, explained that the letter they received from Mr. Briggs does not feel genuine, which they received on Friday before Monday's Council meeting. They stated that they tried to reach out to Mr. Briggs multiple times, but have not been able to get a hold of him or anyone. Every time they call, they go to an answering machine, and nobody ever

gets back to them, other than when he denied them a utility easement to get natural gas to their home. They tried to get a utility easement along the driveway, and he denied them the easement. Mr. Lerfald stated that this feels like a scare tactic, stating that if they didn't talk at the meeting, he would buy their property. They explained other concerns they had regarding the apartment complex going in this area.

Brad Brummer, 14524 145th Court NW, stated that he is in the process of selling his home and explained that he would look for a new apartment to rent; therefore, he supports the apartment building at this location.

Councilmember Grupa closed the public hearing.

Mayor Dietz explained that the Board of Adjustments pointed out that Mr. Briggs would not need the variances if he reduced the size of his project and stated he would not be voting for either one.

Councilmember Wagner explained the reason for the denial from the Board of Adjustments is that it is a new project, and the applicant knows what the land has and doesn't have, and could be solved by changing the size. She stated every project has to stand on its own merit. This project is not the same as other projects, and she has concerns about the easement portion of the driveway. She has a hard time coming up with a reason to go against the Board of Adjustments, stating that it's a new project, and it could be taken care of with a couple of adjustments. For these reasons, she will not be able to support the request.

Councilmember Beyer stated that he does not see a traffic study and has no clue how that will affect anything. Mr. Carlton explained that a traffic study has been submitted to the Public Works Department. This is a variance component. The land use portion will be a different conversation.

Councilmember Beyer explained that we don't know how things are going to change with the Northstar gone. He explained that Elk River has grown and grown and questioned how big we want Elk River to get. He explained that at this point, he would be sticking with what the Board of Adjustments suggested and would be voting against it as well.

Councilmember Grupa has concerns regarding the project and thinks that Mr. Briggs could make some adjustments as well. He stated he would not be voting for the variance either.

Moved by Mayor Dietz and seconded by Councilmember Calva to direct staff to draft a resolution making Findings of Fact, denying two variances, one requesting a reduction in the number of parking stalls required for an apartment building, and second, a six-foot encroachment into the wetland buffer setback, as the following standard required for approval of a variance has not been met:

4. The plight of the petitioner is due to circumstances unique to the property and is a consequence of the petitioner's own action.

The City Council would consider the resolution on January 20, 2026. Motion carried 5-0.

7.4 Resolution 25-78 and Ordinance 25-17: Amend City Plans to Support Commercial Uses, Sherburne County - 11401 205th Ave NW

The staff report was presented.

Councilmember Grupa opened the public hearing on behalf of Mayor Dietz. There being no one to speak to this matter, Councilmember Grupa closed the public hearing.

Moved by Councilmember Wagner and seconded by Councilmember Beyer to adopt Resolution 25-78 amending the land use guidance for 11401 205th Ave NW from Rural Residential to Highway Business, subject to the condition that Sherburne County prepare and record a Declaration of Covenants and Restrictions limiting the use of the property to a billboard. Motion carried 5-0.

Moved by Councilmember Wagner and seconded by Councilmember Calva to adopt Ordinance 25-17 amending the zoning map for 11401 205th Ave NW from R-1a (Single-Family Residential) to C-3 (Highway Business), subject to the approval of the associated land use amendment, Case No. LU 25-03. Motion carried 5-0.

8. GENERAL BUSINESS

8.1 Hearing: Tobacco Compliance Failures for Ralphies Minnoco

City Attorney Jared Shepherd presented the staff report.

Police Juvenile Detective Sergeant Don Birdsall explained the compliance check procedure.

Mark Lees, Sherburne County Health and Human Services, reiterated the compliance check process and explained that they are not trying to trick anyone. The underage person tells the truth if asked and provides their normal ID when requested.

Brian Brehmer, owner of Ralphie's Minnoco, stated that he agrees with what Sergeant Birdsall and Mr. Lees stated, that they are not trying to trick them. Mr. Brehmer explained that the only reason he decided to have a hearing was not to get out of the violation, but that he wanted to state on public record that they do their best to train employees, but sometimes they fail. He explained he has another gas station in Clear Lake that they pass every time. He continued to explain that they do the training and go through the procedures. Mr. Brehmer continued to say that the person who was working that day took the ID quickly, looked at it, and sold it anyway. He said they have a swipe machine for IDs, and the employee did not even swipe it like they were trained to do.

Mayor Dietz just confirmed that the ordinance does state a $1,000 fine and a 7-day suspension. Mr. Shepherd confirmed that, yes, that is the ordinance.

Councilmember Wagner understands the business and understands that it can be hard when needing to ID people, but they need to hold to the ordinance.

Moved by Councilmember Calva and seconded by Mayor Dietz to deny the appeal. Motion carried 5-0.

8.2 Cannabis Business Plan

The staff report was presented.

Mayor Dietz asked why they would want to terminate the architect agreement when they are planning on building a new liquor store. Mr. Stremcha explained that they would be modifying the existing terms and conditions to remove the cannabis store from the design. Currently, it is an agreement for both Cannabound and Northbound, so they would have to end one agreement and have a new agreement for just Northbound.

Mayor Dietz questioned the extra fees for ending the original agreement. Mr. Stremcha said they have already gotten far along with the architect's design, and they would have to amend the design. For example, if they are turning an interior wall into an exterior wall, there would be hourly charges to make those changes.

Mayor Dietz asked about the cannabis manager and confirmed that April 10 would be her last day. Mr. Stremcha stated yes, unless she went on unemployment, then the city would pay the unemployment.

Mayor Dietz wanted confirmation of what he heard she would be doing. He heard that she would be working at the Furniture and Things Community Event Center to help due to a lack of a chef. Mr. Stremcha clarified that it would be a short-term help and not a guarantee of work. It could be to help with catering events.

Mayor Dietz stated that he disagrees with counting staff time towards the $500,000 cost. He stated that staff time is staff time and should not be singled out. He also stated that he would not include the price of the land either. He explained to his perspective that all they had stuck in the cost was her wages and the architect's fees.

Mr. Stremcha wanted to reaffirm that the staff time calculated has been staff time specifically allocated to cannabis.

Mayor Dietz explained that he thinks the staff did a good job, and he is taking a lot of responsibility for what has happened, and feels bad that he had not said anything sooner, but we have to move on. He explained he agrees with building the new liquor store and selling the old store.

Councilmember Grupa asked how much square footage was for Cannabound. Mr. Stremcha stated that Cannabound was 5,000 square feet total. Councilmember Grupa asked what they are going to charge for the changes. Mr. Stremcha explained he has rough estimates and won't know the total until the hourly rates have been applied, but he can get what has been spent to date. Councilmember Grupa asked for numbers and stated that a building is a building, and suggested making the liquor store bigger, so you are not cutting off the 5,000 square feet.

Councilmember Wagner wanted clarification regarding the discontinuation of the THC sales. Mr. Stremcha explained that they have a 90-day supply, which would coincide with the manager's layoff. Councilmember Wagner explained that she would not discontinue THC sales at the liquor stores and that, to her, they are separate from Cannabound, unless the Federal law stops it. She also stated that the THC sales are something that is already in place.

Councilmember Beyer asked for an explanation of why staff wanted the THC sales stopped.

Mr. Stremcha explained at the December 1 Council meeting that this topic was talked about in the Work Session, so no formal action could be taken, but based on the context of selling cannabis and the decision that was discussed at the work session to not sell cannabis in preparation between then and now, they included taking out the THC products at the liquor stores. He further explained that whether it is a cannabis plant or a hemp plant, it is a THC end product, whether it is sold at Cannabound or the liquor stores. He stated that they would like clarification on the rationale for selling products at Cannabound versus the liquor stores. He continued that if one is acceptable and one is not, he would like to understand the difference.

Councilmember Beyer stated that the conversation was based on Cannabound, not the THC drinks that are in the stores now, and said there was no conversation about THC drinks.

Councilmember Grupa said that the liquor store is the liquor store; we are talking about the marijuana store. He stated in his opinion that they are separate.

Councilmember Wagner wanted to clarify that as a Council, we would agree for the THC drinks to continue. She stated she would make a motion on that if need be. She also stated that we shouldn't make the footprint smaller and that it should continue to be the size it is currently. She continued to explain that there are so many unknowns, and things keep getting changed at the state and federal levels right now. She expressed that she applauds the work that staff has been doing and has the utmost respect for the staff.

Mayor Dietz asked if the footprint stays the same, would they avoid the extra fees? The Council discussed and stated that there would still be some fees. Mayor Dietz then brought up whether they would be able to lease part of the space for retail space and put a fake wall up, so that if they decide not to lease anymore, they could take the fake wall out.

Mr. Stremcha asked for clarification from the Council if the direction from the Council is to maintain the exterior of the building, but not the interior, so it would be a hollow shell. Councilmember Wagner asked if they needed to make that decision right now. Mr. Stremcha stated not necessarily. Councilmember Wagner said that she would want to take time to think about that.

Mayor Dietz wanted clarification. Mr. Stremcha asked whether the intention was to install a concrete floor, but no flooring or ceiling tile or anything, or would it be designed for a cannabis retailer, or would it be designed for a future use that we would be intending to use the space for.

Councilmember Grupa stated that he thinks we need to wait for that because we are talking about mechanicals and other things that need to be put in before you put in concrete.

Mr. Portner explained that we can build the exterior footprint and leave it a hollow shell until we find out what kind of potential client we get into the building.

Councilmember Calva asked if we could set parameters for what kind of space is allowed.

Mayor Dietz asked Mr. Shepherd if they could set parameters for what could go into that space. Mr. Shepherd stated they could.

Councilmember Wagner stated that she would disagree with having any parameters on it at the

moment, especially since it is a new thing. She thinks that the audiences that are talking to each of them are different, and wants to wait until things settle down and there is clearer guidance. She doesn't want to be pigeonholed to not allow something that could be a viable business, for fear of Elk River turning into a stoner town, as a generalization.

Councilmember Calva shared that he does not have a fear of it, but thinks it's what the community is asking for and referenced the Open Forum speaker regarding cannabis. He stated he is okay with the new building, but he does not ever want a cannabis store next to the new liquor store because it is a city-owned store, and people would assume the city was involved with the cannabis store.

Councilmember Beyer wanted to get back to how staff got back to the $500,000 number. He stated that he does not agree with adding the property to the $500.000 for the cannabis store because the property is the property and stated that they could get someone in there easily, and these costs are not only presented to them but to the whole city, and he doesn't think that the $500,000 number is true, along with other Council members.

Mr. Stremcha reiterated that the market value for that property is not what they purchased the lot for; they intended to purchase the lot at a premium with the intention that they would receive the additional revenue from Cannabound to help offset those sales and investment in the lot.

Councilmember Beyer stated the revenue from Cannabound would not come for two-three years. Mr. Stremcha stated that it is relevant and that it would be the same for Northbound; they do not intend to recoup the Northbound investment in the first year of business. He explained it is a loan, no different than a bond, that they would build the building and have a 10-20 year repayment event of that investment. He further explained that the expectation for Cannabound to have a 100% recoup investment is the same equation as Northbound, and it is not feasible.

Councilmember Beyer also stated that we don't know what the state of Minnesota will be taking in taxes right now. They may decide they need to take more.

Mr. Stremcha answered, saying that whatever the state were to issue the sales tax to be is what they would have to pay, and that it would not affect the purchasing power of the product, it is a sales tax.

Mayor Dietz questioned how to separate out Cannabound and the liquor store for the purchasing of the land, because either way, we would have to have purchased the whole piece of property. Mr. Stremcha explained that we went in knowing that we were paying a premium and knowing that they would have a better chance of recouping costs and investment over time.

Mayor Dietz stated that he thinks the only out-of-pocket expense was for the cannabis manager's wages and insurance.

Councilmember Beyer asked the Council if they could agree that they could come up with some ideas of what they could do, and doesn't think they can solve everything tonight.

Councilmember Grupa stated that he is not rushing into anything, but whatever you want to discuss, so we can move forward we can. He suggested keeping the building the same size as it is currently proposed.

Mayor Dietz asked the Council if they agreed to build a new building. The Council agreed, except for Councilmember Beyer, who wants to make sure we are doing it the right way, and stated, as he said in the meeting before, that they are going to bond 8.2 million, and it is going to be paid for with installment payments. Councilmember Beyer asked Mr. Stremcha what the amount would be for the installment payments. Mr. Stremcha explained that he does not have that number on him right now, but explained that the intention would be a 15–20 year bond repayment schedule, depending on the interest rates at the time. Councilmember Beyer stated that now we are going to have a bond payment and was questioning how it will affect the money coming out of the liquor store fund to the general fund and parks and recreation fund, which helps to lower taxes.

Mayor Dietz explained that there was money that was going to be 2 to 2.8 million dollars that was going to be used to do repairs to Northbound that would come out of the liquor store fund in addition to the $850,000 that was already paid for the lot; with that said, there will not be $850,000 to be put into the city coffers. He explained there might be some depending on the bond payments, but most of it will either have to go to repair the current store or build a new one.

Councilmember Beyer explained that he would like to see it all before he says yes and moves forward, stating that he thinks he is being a good steward to the community.

Mayor Dietz stated that they need to make a decision and move on. He said that after what they saw today, there is no way he would agree to sink a bunch of money into the current store for repairs.

Councilmember Grupa asked Mr. Stremcha what he needed from them tonight. Mr. Stremcha went over the action items as stated in the staff report.

Mayor Dietz asked if they should talk to the architect before they decided on the contract. Mr. Portner explained that if the Council is okay with what the footprint is, then Items 2 and 3 do not need to be acted on tonight.

Moved by Mayor Dietz and seconded by Councilmember Calva to discontinue the implementation of the Cannabis Business Plan (approved Feb 3, 2025) until more information is available. Motion carried 5-0.

Moved by Councilmember Calva and seconded by Councilmember Grupa to approve a layoff of the Cannabound Manager effective April 10, 2026. Motion carried 5-0.

Mr. Portner added that the projected annual payment for the Northbound bond schedule was $263,812, and $131,906 projection for Cannabound, which will already be less, so a rough projection would be in the $300,000 payment range.

8.3 2026 Meeting Calendar: City Council and Advisory Boards

The staff report was presented.

Moved by Mayor Dietz and seconded by Councilmember Wagner to approve, the 2026 City Council and Advisory Boards meeting calendars. Motion carried 5-0.

9. MOTION TO ADJOURN REGULAR MEETING

Moved by Councilmember Wagner and seconded by Mayor Dietz to adjourn the meeting. Motion carried 5-0.

The regular meeting adjourned at 8:34 p.m. Mayor Dietz called the work session to order at 8:42 p.m.

10. WORK SESSION

10.1 Ebikes/Scooters on City Sidewalks and Trails

The staff report was presented.

The Council discussed with staff regarding the different types of E-bikes and scooters, how fast they can travel, and safety concerns.

Chief Kuhnly and Parks and Recreation Commissioner Dave Anderson were in attendance.

Mayor Dietz asked if they could paint a white line down the middle of the trails and say one side bikes, one side walkers.

Mr. Shelby stated that it is a possibility, and they will be looking into that.

Mr. Shelby asked if they should include sidewalks and downtown.

Mr. Anderson explained that E-Bikes can be ridden on pavement, and the only dirt trail they can ride on is a class one at Hillside, and scooters can ride on pavement. He stated that nothing can ride on grass or unpaved trails. He further explained that E-bikes have created a whole new world for pedestrians, and our trails were originally planned for pedestrians. He expressed that he doesn't like scooters or E-bikes on trails, but they kind of have to be there. He stated what you do with sidewalks is a different topic, but there has to be some kind of restrictions on sidewalks. He also stated that you actually cannot split the trails with half pedestrians, half E-Bikes because you don't want two E-bikes coming at each other on a 4-foot path. He added, if you have rules, then people know the rules; right now, no one knows the rules.

Mayor Dietz asked Chief Kuhly if he thinks they should differentiate sidewalks in certain areas that are heavily populated, like downtown. Chief Kuhly stated that his concern is that kids are driving these, and they only know how to navigate sidewalks, not streets, and is concerned that if we say no scooters on sidewalks and put kids on the roadway, then kids are just going to cut across the roadways, because they don't know any different. He understands that there is a concern regarding the speed, but he is more concerned about putting a kid on the road who doesn't know how to navigate the roadway.

Councilmember Wagner asked if they could start with the trails and not the sidewalks yet, then start the conversation about sidewalks later, and start educating people.

The Council directed staff to move forward with the ordinance pertaining to trails and take out sidewalks.

10.2 Northbound Capital Improvements

The staff report was presented

Mr. Stremcha handed the Council information regarding the last five years in sales and profits.

Mr. Portner stated that they have the direction they need to move forward from the decisions made earlier in the meeting. They will present the numbers as they receive them.

Staff will meet with the architect and bring information back to the Council.

10.3 Vehicle Acquisition and Replacement Policy Manual

The staff report was presented.

The Council reviewed the suggested policy and gave direction for Mr. Litfin to move forward with the plan.

10.4 Red Dot Pistol Sights

The staff report was presented.

Mayor Dietz asked if it was a one-time expense. Chief Kuhly explained that the pistol itself is a one-time purchase, and the red dot is a one-time purchase, with the possibility of replacement over time for the red dot. He stated they last for 5-7 years.

Mayor Dietz asked if we knew for sure if there would be a surplus for the purchase. Mr. Portner stated we would have to get back to the Council with the numbers.

The Council gave him direction to continue to move forward with the plan.

11. MOTION TO ADJOURN

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

The meeting adjourned at 9:32 p.m.

Minutes prepared by Jolene Richter.

12. INFORMATION

12.1 November Financial Statements

_____ _____

John J. Dietz, Mayor Jolene Richter, Deputy Clerk

DRAFT

DRAFT

Meeting of the City Council
Held at the Elk River City Hall
Monday, January 5, 2026

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, Community Development Director Zack Carlton, and Records Specialist Dawn Robertson

1. CALL MEETING TO ORDER
   Pursuant to due call and notice thereof, the meeting was called to order at 6:30 p.m.

2. PLEDGE OF ALLEGIANCE
   The Pledge of Allegiance was recited.

3. CONSIDER AGENDA
   Mayor Dietz added Item 8.3, Letter to the Governor, to the agenda. Item 4.6 was moved to general business for discussion. Moved by Councilmember Wagner and seconded by Councilmember Grupa to approve the amended agenda. Motion carried 5-0.

4. CONSENT AGENDA
   Moved by Councilmember Grupa and seconded by Councilmember Calva to approve the following consent items as outlined in their respective staff reports. Motion carried 5-0.

   4.1 Check Register

   4.2 Designate Official Newspaper and Website for Transportation Project Notices for 2026

   4.3 Designate Official Depositories and Delegate Authority for Electronic Funds Transfers

   4.4 Fire Relief Association Appointments

   4.5 Resolution 26-01 Appointing a Data Practices Responsible Authority and Designees

DRAFT

4.6 Ordinance 26-01: Regarding Process for Incomplete Licensing Applications

4.7 Resolution 26-03 General transfer from the Multipurpose Facility and Wastewater Funds to the Fleet Replacement Fund

4.8 Vehicle Acquisition and Replacement Policy

4.9 On-Sale 3.2 Liquor License and Wine License: Pickle Paradise LLC

4.10 Agreement 26-01 Meadowwoods Village Sewer Acquisition

4.11 2026 Solid Waste Collection License Renewal

4.12 Approve Subcontractor RFQ Documents

5. OPEN FORUM

No one appeared for open forum.

6. PRESENTATIONS, AWARDS, AND RECOGNITION

6.1 City of Elk River Volunteer of the Month

Mayor Dietz presented the City of Elk River Volunteer of the Month award to Will and Tracy Wojcik. He highlighted the following: Will and Tracy host the Elk River Breakfast Club at the Furniture and Things Community Event Center twice a month. An average of 150 students attend regularly, and they enjoy breakfast while being given messages of hope and inspiration. Will is also a volunteer coach for the Elk River Composite Mountain Bike Team.

7. PUBLIC HEARINGS

7.1 Resolution 26-02: Easement Vacation, Allen Perkins - 13937 196th Ave NW

The staff report was presented.

Mayor Dietz opened the public hearing.

Allan Perkins was present on behalf of his mother, **Sara Lee Perkins, 13937 196th Ave NW.**

Mayor Dietz closed the public hearing.

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Moved by Councilmember Calva and seconded by Councilmember Grupa to Vacate, by Resolution 26-02, the existing drainage, utility, and roadway easements at 13937 196th Ave NW, subject to the condition that the resolution is recorded immediately preceding the recording of the plat of Perkins Acres. Motion carried 5-0.

8. GENERAL BUSINESS

8.1 Appoint Acting Mayor

Moved by Councilmember Wagner and seconded by Councilmember Calva to appoint, by motion, Councilmember Beyer as acting mayor for 2026. Motion carried 5-0.

8.2 Discuss Work Session Items

The staff report was not attached to this meeting's agenda. Work session items have not changed since the previous meeting.

8.3 Mayor's Letter to the Governor

Mayor Dietz wanted to explain to the Council and the public that he missed the original email that was sent seeking signatures from the mayors in the state to show disapproval of the fraud in St. Paul. There was an extension given until December 28th for those mayors who missed signing originally. Mayor Dietz signed the letter on behalf of the City of Elk River and the City Council.

8.4 Plants and Things Playground Shade Structure

Mr. Portner explained to the Council that the shade structure was chosen for a more decorative look. It was removed after a year and not reinstalled, as it was determined that the soil was too sandy to accommodate the structure. Staff negotiated with the shade company for a certain fee reduction. The city will take a loss as the shade was used for a year, and it could not have been foreseen that the structure would not have worked well for that area.

Moved by Councilmember Wagner and seconded by Councilmember Beyer to approve the settlement. Motion carried 5-0.

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

DRAFT

The meeting adjourned at 6:56 p.m.

11. CLOSED MEETING - LELS #589 COLLECTIVE BARGAINING AGREEMENT

Council Present: Mayor John Dietz, Councilmembers J. Brian Calva, Cory Grupa, Mike Beyer, and Jennifer Wagner

Staff Present: City Administrator Cal Portner and Records Specialist Dawn Robertson

Mayor Dietz read the following statement:

11.1 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."

11.2 Motion Calling Closed Meeting

Mayor Dietz called the closed meeting to order at 6:59 p.m.

Moved by Councilmember Beyer and seconded by Councilmember Wagner to open the closed meeting. Motion carried 5-0.

11.3 Hold Closed Meeting

12. MOTION TO ADJOURN

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

The meeting adjourned at 7:22 p.m.

Minutes prepared by Dawn Robertson

_____
John J. Dietz, Mayor

_____
Jolene Richter, Deputy City Clerk

DRAFT

Request for Action

To
City Council

Item Number
4.3

Meeting Date
January 20, 2026

Prepared By
Amy Stangler, Accounting Clerk

Item Description
Check Register

Reviewed by
Lori Stich
Joe Stremcha
Cal Portner
Jolene Richter

Action Requested
Approve, by motion, the check register for the period ending January 20, 2026.

Background/Discussion
The details for the period ending January 20, 2026, are attached to this request for action.

Total for All Funds	$1,726,991.65

Financial Impact
N/A

Mission/Policy/Goal
N/A

Attachments
1. 4.3 at1 Check Register
2. 4.3 at2 Check Register
3. 4.3 at3 Check Register- City Cr Card

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
ASPEN MILLS						
101						
367776	1	UNIFORMS - NEUMANN	Invoice	12/27/2025	95.92	101-4-2320-4217
101						
368225	1	BOOTS - DICKINSON	Invoice	01/06/2026	126.95	101-4-2310-4217
Total 10749 ASPEN MILLS:					222.87	
CITY OF MONTICELLO						
101						
44618	1	ANIMAL CONTROL CONTRACT 2026	Invoice	01/06/2026	300.00	101-4-2150-4409
Total 27050 CITY OF MONTICELLO:					300.00	
JEFFERSON FIRE & SAFETY,						
101						
IN335419	1	ROCKY BOOTS 6 PAIRS	Invoice	01/06/2026	1,548.00	101-4-2320-4219
101						
IN335421	1	ROCKY BOOTS 2 PAIRS	Invoice	01/06/2026	516.00	101-4-2320-4219
Total 22656 JEFFERSON FIRE & SAFETY,:					2,064.00	
JOEL BOUTIN						
101						
12/31/2025 JB	1	REIMB SAFETY SHOES - BOUTIN	Invoice	12/31/2025	199.99	101-4-2410-4217
Total 14906 JOEL BOUTIN:					199.99	
MINNESOTA EQUIPMENT						
221						
E25466	1	SNOWBLOWER ATTACHMENT	Invoice	01/02/2026	3,890.00	221-4-5400-4219
221						
P67513	1	MASTER LINK FOR SWEEPER CHAI	Invoice	01/02/2026	2.81	221-4-5400-4219
Total 12620 MINNESOTA EQUIPMENT:					3,892.81	
M-R SIGN CO., INC						
101						
230300	1	STREET SIGNS	Invoice	12/31/2025	5,442.28	101-4-3120-4226
Total 24442 M-R SIGN CO., INC:					5,442.28	
OLSEN CHAIN & CABLE INC						
101						
736391	1	HOIST ANNUAL INSPECTION	Invoice	01/06/2026	250.00	101-4-3150-4404
Total 13762 OLSEN CHAIN & CABLE INC:					250.00	
PRINCETON RENTAL INC						
101						
1-580161	1	PARTS	Invoice	12/15/2025	20.69	101-4-5110-4221
Total 10469 PRINCETON RENTAL INC:					20.69	
SHERBURNE COUNTY RECORDER						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
821						
1-13-2026 ESCROW	1	REPLENISH ESCROW ACCT 960	Invoice	01/13/2026	1,000.00	821-1550
Total 32230 SHERBURNE COUNTY RECORDER:					1,000.00	
TOTAL REGISTER SYSTEMS						
603						
3270	1	LABELS	Invoice	01/07/2026	116.18	603-4-9112-4219
603						
3270	2	LABELS	Invoice	01/07/2026	116.18	603-4-9152-4219
34530 TOTAL REGISTER SYSTEMS:					232.36	
TRUEMAN-WELTERS INC						
101						
IE63215	1	PARTS #711	Invoice	01/12/2026	59.49	101-4-5110-4221
Total 34775 TRUEMAN-WELTERS INC:					59.49	
VICTORY DOOR SYSTEMS INC						
602						
16532	1	DOOR REPAIRS	Invoice	01/12/2026	477.00	602-4-9020-4404
Total 15004 VICTORY DOOR SYSTEMS INC:					477.00	
A T & T MOBILITY						
101						
X01032026	1	FIRSTNET WIRELESS SVCS-ADMIN	Invoice	12/25/2025	38.73	101-4-1210-4321
101						
X01032026	2	FIRSTNET WIRELESS SVCS-IT	Invoice	12/25/2025	146.57	101-4-1350-4321
101						
X01032026	3	FIRSTNET WIRELESS SVCS-BLD MT	Invoice	12/25/2025	129.71	101-4-1600-4321
101						
X01032026	4	FIRSTNET WIRELESS SVCS-POLICE	Invoice	12/25/2025	3,351.89	101-4-2110-4321
101						
X01032026	5	FIRSTNET WIRELESS SVCS-FIRE	Invoice	12/25/2025	678.69	101-4-2310-4321
602						
X01032026	6	FIRSTNET WIRELESS SVCS-WW	Invoice	12/25/2025	45.49	602-4-9010-4321
Total 10138 A T & T MOBILITY:					4,391.08	
AMAZON CAPITAL SERVICES						
221						
13LF-KN7Y-TWJ6	1	CARDSTOCK	Invoice	01/04/2026	25.96	221-4-5400-4219
221						
13LF-KN7Y-TWJ6	2	STRAW DISPENSER	Invoice	01/04/2026	39.99	221-4-5430-4219
603						
14YF-LKQF-619L	1	SUPPLIES - CABLE	Invoice	01/05/2026	21.84	603-4-9152-4219
602						
17FT-CKL6-D7JJ	1	CHOP SAW/BLADES	Invoice	12/30/2025	1,611.86	602-4-9020-4219
101						
17WM-4YM6-YFD6	1	CREDIT - RECALLED ITEM	Invoice	12/15/2025	97.99-	101-4-5220-4219
101						
17YK-M3T1-D1QJ	1	SUPPLIES - BINDERS	Invoice	01/06/2026	93.87	101-4-1600-4219
101						
1CXG-MVY1-GR6R	1	SUPPLIES - CABLES	Invoice	01/05/2026	27.98	101-4-1350-4219

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
1CXT-MKPP-DFP3	1	CLEANING SUPPLIES - TRUCKS	Invoice	01/06/2026	94.99	101-4-2320-4219
602						
1DCD-T44N-CQNX	1	SUPPLIES	Invoice	12/30/2025	252.80	602-4-9020-4219
221						
1DQJ-P44D-4QY3	1	LOUNGE SUPPLIES	Invoice	01/05/2026	29.00	221-4-5430-4219
101						
1DQJ-P44D-HLP6	1	SUPPLIES - BIRD SEED	Invoice	01/05/2026	49.78	101-4-1600-4219
101						
1DQJ-P44D-JR6Y	1	RESERVE UNIT - EQUIPMENT	Invoice	01/05/2026	49.32	101-4-2160-4219
221						
1DR7-DFLV-6YH4	1	BREAKAWAY PUCKS	Invoice	01/06/2026	108.29	221-4-5410-4219
101						
1FDR-H4KW-GWTC	1	SUPPLIES - 1099 ENVELOPES	Invoice	12/29/2025	73.96	101-4-1310-4201
603						
1K6N-9LRX-3VN1	1	SUPPLIES	Invoice	01/12/2026	43.43	603-4-9152-4219
221						
1LM6-YTWL-G6L3	1	SUPPLIES - TAPE	Invoice	01/08/2026	11.91	221-4-5400-4219
101						
1QQK-74RN-QW4C	1	ICE CLEATS	Invoice	01/09/2026	83.86	101-4-5220-4219
221						
1QWP-17YK-XD7Q	1	BATTING CAGE NET FASTENERS	Invoice	01/09/2026	38.76	221-4-5400-4219
101						
1TD3-LCDW-7KNN	1	SUPPLIES - AIR PURIFIER	Invoice	01/13/2026	84.99	101-4-1310-4201
221						
1VXQ-3K7H-M3X6	1	CONCESSIONS - SLUSHY SYRUP	Invoice	12/29/2025	43.98	221-4-5430-4259
602						
1XF3-L7D1-R7G3	1	OFFICE CHAIRS	Invoice	12/29/2025	791.94	602-4-9010-4201
Total 13706 AMAZON CAPITAL SERVICES:					3,480.52	
ARTISAN BEER COMPANY						
603						
3821223	1	BEER	Invoice	12/30/2025	479.85	603-4-9111-4252
603						
3821224	1	THC PRODUCTS	Invoice	12/30/2025	329.45	603-4-9111-4256
603						
3821265	1	BEER	Invoice	12/30/2025	437.75	603-4-9151-4252
603						
3821266	1	THC PRODUCTS	Invoice	12/30/2025	128.50	603-4-9151-4256
603						
3822496	1	BEER	Invoice	01/07/2026	243.00	603-4-9111-4252
603						
3822497	1	THC PRODUCTS	Invoice	01/07/2026	492.80	603-4-9111-4256
603						
3822498	1	BEER	Invoice	01/07/2026	164.00	603-4-9151-4252
603						
3822499	1	THC PRODUCTS	Invoice	01/07/2026	437.10	603-4-9151-4256
603						
440842	1	THC PRODUCTS CREDIT	Invoice	12/31/2025	26.59-	603-4-9111-4256
603						
440887	1	BEER CREDIT	Invoice	12/31/2025	11.52-	603-4-9151-4252
603						
440981	1	THC PRODUCTS CREDIT	Invoice	01/05/2026	57.20-	603-4-9151-4256
Total 12167 ARTISAN BEER COMPANY:					2,617.14	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
ASCENTEK CORP						
101						
4031864	1	BULK OIL - 5W30	Invoice	01/05/2026	527.09	101-4-3150-4212
Total 52406 ASCENTEK CORP:					527.09	
ASSA ABLOY						
221						
SEI1937734	1	FRONT ENTRY DOOR REPAIR, TRAC	Invoice	12/31/2025	436.50	221-4-5400-4401
Total 14628 ASSA ABLOY:					436.50	
ASTLEFORD INTERNATIONAL						
101						
1P142862	1	PARTS #243	Invoice	01/05/2026	36.60	101-4-3120-4221
Total 10762 ASTLEFORD INTERNATIONAL:					36.60	
AUTOMATIC SYSTEMS CO.						
602						
44481	1	EFFLUENT FLOWMETER	Invoice	01/08/2026	5,964.00	602-4-9020-4219
Total 10828 AUTOMATIC SYSTEMS CO.:					5,964.00	
BEAUDRY OIL & SERVICE INC						
101						
3157426	1	UNLEADED FUEL - WOODLAND TRAI	Invoice	12/30/2025	272.05	101-4-5110-4212
101						
3159983	1	SHOP SUPPLIES	Invoice	12/29/2025	897.75	101-4-3150-4219
101						
3166489	1	DEF	Invoice	01/05/2026	712.99	101-4-3150-4212
Total 11663 BEAUDRY OIL & SERVICE INC:					1,882.79	
BECKER ARENA PRODUCTS INC						
221						
618327	1	NET TYING STRING	Invoice	12/31/2025	112.69	221-4-5400-4219
221						
618345	1	SKIRTS,PADS,NETS HOCKEY GOALS	Invoice	01/07/2026	1,880.32	221-4-5400-4219
Total 11700 BECKER ARENA PRODUCTS INC:					1,993.01	
BERNICK'S						
603						
10441033	1	POP	Invoice	12/30/2025	44.90	603-4-9111-4255
603						
10441034	1	THC PRODUCTS	Invoice	12/30/2025	219.50	603-4-9111-4256
603						
10441035	1	BEER	Invoice	12/30/2025	1,979.05	603-4-9111-4252
603						
10441036	1	BEER CREDIT	Invoice	12/30/2025	31.12-	603-4-9111-4252
603						
10441037	1	POP/MISC	Invoice	12/30/2025	114.74	603-4-9151-4255
603						
10441038	1	THC PRODUCTS	Invoice	12/30/2025	79.80	603-4-9151-4256
603						
10441039	1	BEER	Invoice	12/30/2025	842.20	603-4-9151-4252

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
10444075	1	POP/MISC	Invoice	01/07/2026	76.80	603-4-9111-4255
603						
10444076	1	THC PRODUCTS	Invoice	01/07/2026	64.50	603-4-9111-4256
603						
10444077	1	BEER	Invoice	01/07/2026	1,824.25	603-4-9111-4252
603						
10444078	1	BEER CREDIT	Invoice	01/07/2026	29.88-	603-4-9111-4252
603						
10444078	2	LIQUOR CREDIT	Invoice	01/07/2026	235.00-	603-4-9111-4251
603						
10444079	1	POP/MISC	Invoice	01/07/2026	63.14	603-4-9151-4255
603						
10444080	1	THC PRODUCTS	Invoice	01/07/2026	83.00	603-4-9151-4256
603						
10444081	1	BEER	Invoice	01/07/2026	482.20	603-4-9151-4252
603						
10444082	1	BEER CREDIT	Invoice	01/07/2026	10.00-	603-4-9151-4252
221						
I82890	1	CONCESSIONS - POP/MISC BEVERA	Invoice	01/05/2026	477.51	221-4-5430-4259
221						
I82890	2	CUPS	Invoice	01/05/2026	185.58	221-4-5430-4219
Total 11950 BERNICK'S:					6,231.17	
BOND TRUST SERVICES CORPORATION						
302						
101391	1	AGENT FEES - 2021A	Invoice	12/15/2025	475.00	302-4-7000-4621
301						
97333	1	AGENT FEES - 2020A	Invoice	06/18/2025	475.00	301-4-7000-4621
333						
97334	1	AGENT FEES - 2020B	Invoice	06/18/2025	475.00	333-4-7000-4621
602						
97335	1	AGENT FEES - 2020C	Invoice	06/18/2025	475.00	602-4-9010-4621
Total 52260 BOND TRUST SERVICES CORPORATION:					1,900.00	
BREAKTHRU BEVERAGE MINNESOTA						
603						
125017588	1	BEER	Invoice	12/31/2025	350.20	603-4-9111-4252
603						
125017589	1	LIQUOR	Invoice	12/31/2025	75.00	603-4-9111-4251
603						
125020614	1	LIQUOR	Invoice	12/31/2025	939.72	603-4-9111-4251
603						
125020614	2	FREIGHT	Invoice	12/31/2025	7.25	603-4-9111-4332
603						
125020615	1	POP/MISC	Invoice	12/31/2025	495.48	603-4-9111-4255
603						
125020615	2	FREIGHT	Invoice	12/31/2025	21.75	603-4-9111-4332
603						
125020616	1	WINE	Invoice	12/31/2025	2,819.00	603-4-9111-4253
603						
125020616	2	FREIGHT	Invoice	12/31/2025	42.05	603-4-9111-4332
603						
125114911	1	LIQUOR	Invoice	01/08/2026	2,828.35	603-4-9111-4251

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
125114911	2	FREIGHT	Invoice	01/08/2026	55.10	603-4-9111-4332
603						
125114912	1	WINE	Invoice	01/08/2026	152.00	603-4-9111-4253
603						
125114912	2	FREIGHT	Invoice	01/08/2026	1.45	603-4-9111-4332
603						
414307536	1	LIQUOR CREDIT	Invoice	12/22/2025	37.29-	603-4-9111-4251
603						
414307536	2	FREIGHT CREDIT	Invoice	12/22/2025	.12-	603-4-9111-4332
Total 12893 BREAKTHRU BEVERAGE MINNESOTA:					7,749.94	
C & L DISTRIBUTING CO						
603						
2227307	1	LIQUOR	Invoice	12/30/2025	60.00	603-4-9151-4251
603						
2227308	1	BEER	Invoice	12/30/2025	2,214.40	603-4-9151-4252
603						
2227308	2	POP/MISC	Invoice	12/30/2025	30.00	603-4-9151-4255
603						
2227308	3	THC PROCUCTS	Invoice	12/30/2025	96.00	603-4-9151-4256
603						
2227354	1	LIQUOR	Invoice	12/30/2025	43.00	603-4-9151-4251
603						
2227355	1	BEER	Invoice	12/30/2025	505.55	603-4-9151-4252
603						
2229244	1	BEER	Invoice	12/30/2025	653.80	603-4-9151-4252
603						
2231495	1	LIQUOR	Invoice	01/07/2026	1,822.05	603-4-9151-4251
603						
2231496	1	BEER	Invoice	01/07/2026	4,932.15	603-4-9151-4252
603						
2232558	1	BEER	Invoice	01/07/2026	422.25	603-4-9151-4252
Total 8003 C & L DISTRIBUTING CO:					10,779.20	
603						
1839001560	1	BEER CREDIT	Invoice	01/07/2026	52.80-	603-4-9111-4252
603						
2228916	1	BEER CREDIT	Invoice	12/30/2025	6.55-	603-4-9111-4252
603						
2228917	1	THC PRODUCTS	Invoice	12/30/2025	225.96	603-4-9111-4256
603						
2228918	1	LIQUOR	Invoice	12/30/2025	2,439.82	603-4-9111-4251
603						
2228919	1	BEER	Invoice	12/30/2025	11,390.65	603-4-9111-4252
603						
2230659	1	LIQUOR	Invoice	01/05/2026	47.50	603-4-9111-4251
603						
2230660	1	BEER	Invoice	01/05/2026	5,047.75	603-4-9111-4252
603						
2232779	1	THC PRODUCTS	Invoice	01/07/2026	75.48	603-4-9111-4256
603						
2232781	1	LIQUOR	Invoice	01/07/2026	1,814.03	603-4-9111-4251
603						
2232782	1	BEER	Invoice	01/07/2026	7,859.15	603-4-9111-4252

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
2234201	1	THC PRODUCTS	Invoice	01/12/2026	214.96	603-4-9111-4256
603						
2234202	1	LIQUOR	Invoice	01/12/2026	1,179.55	603-4-9111-4251
603						
2234203	1	BEER	Invoice	01/12/2026	10,241.10	603-4-9111-4252
603						
2616000984	1	BEER CREDIT	Invoice	01/12/2026	110.30-	603-4-9111-4252
Total 13375 C & L DISTRIBUTING CO:					40,366.30	
CAL PORTNER						
101						
1-13-26 PHONE 25	1	REIMB PHONE 2025 Q2	Invoice	01/14/2026	90.00	101-4-1210-4321
101						
1-14-26 PHONE	1	REIMB PHONE OCT-DEC 2025	Invoice	01/14/2026	90.00	101-4-1210-4321
101						
442454 MCMA CONF	1	MCMA CONF REGISTRATION 2026	Invoice	01/14/2026	525.00	101-4-1210-4331
101						
442467 MCMA WKSHO	1	MCMA WINTER WORKSHOP 2026	Invoice	01/14/2026	125.00	101-4-1120-4331
Total 11583 CAL PORTNER:					830.00	
CAMPBELL KNUTSON P.A.						
821						
3237G DEC 25	1	LU 25-03 SHERBURNE COUNTY AME	Invoice	12/31/2025	74.00	821-2200
101						
3237G DEC 25	2	DEC 25 GENERAL LEGAL	Invoice	12/31/2025	10,150.86	101-4-1400-4304
Total 12076 CAMPBELL KNUTSON P.A.:					10,224.86	
CAROLE'S VIKING ENTERPRISES						
101						
186075	1	BLINDS	Invoice	01/06/2026	2,316.31	101-4-1600-4219
Total 52453 CAROLE'S VIKING ENTERPRISES:					2,316.31	
CENTERPOINT ENERGY						
602						
11504615-3 DEC 25	1	NATURAL GAS - WW	Invoice	01/09/2026	36.86	602-4-9050-4389
101						
11809755-9 DEC 25	1	NATURAL GAS - FS #3	Invoice	01/09/2026	2,376.90	101-4-2310-4389
211						
6781052-3 DEC 25	1	NATURAL GAS - LIBRARY	Invoice	01/09/2026	30.42	211-4-5600-4389
602						
7628405-8 DEC 25	1	NATURAL GAS	Invoice	01/09/2026	1,395.88	602-4-9050-4389
602						
7836556-6 DEC 25	1	NATURAL GAS	Invoice	01/09/2026	34.19	602-4-9050-4389
101						
9497572-9 DEC 25	1	NATURAL GAS	Invoice	01/09/2026	6,025.10	101-4-3120-4389
Total 13845 CENTERPOINT ENERGY:					9,899.35	
CINTAS CORPORATION LOC 470						
602						
4254384490	1	UNIFORMS RENTAL/CLEANING	Invoice	12/26/2025	164.33	602-4-9020-4417

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
4254384888	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	12/26/2025	80.04	603-4-9112-4404
602						
4255139280	1	UNIFORM RENTAL/CLEANING	Invoice	01/02/2026	153.88	602-4-9020-4417
603						
4255139604	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	01/02/2026	80.04	603-4-9112-4404
603						
4255146692	1	MATS, TOWELS, SCRAPER, MOPS	Invoice	01/02/2026	48.24	603-4-9152-4404
603						
4255890157	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	01/09/2026	80.04	603-4-9112-4404
603						
4255896640	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	01/09/2026	29.52	603-4-9152-4404
Total 14080 CINTAS CORPORATION LOC 470:					636.09	
CIVICPLUS, LLC						
101						
359389	1	CIVICCLERK/AGENDA MANAGEMEN	Invoice	01/01/2026	6,035.80	101-4-1210-4319
Total 11773 CIVICPLUS, LLC:					6,035.80	
CLAREY'S SAFETY EQUIP						
101						
220642	1	PARTS	Invoice	12/31/2025	272.80	101-4-2320-4221
Total 14165 CLAREY'S SAFETY EQUIP:					272.80	
CNH ARCHITECTS LTD						
292						
3684	1	DECEMBER SERVICES - STATION 1	Invoice	12/31/2025	59,282.66	292-4-2310-4319
Total 52295 CNH ARCHITECTS LTD:					59,282.66	
COBORN'S INC						
101						
83 1-5-26	1	SUPPLIES	Invoice	01/05/2026	100.84	101-4-5510-4219
Total 14303 COBORN'S INC:					100.84	
CONWAY SHIELD INC						
101						
547097	1	HELMETS	Invoice	12/31/2025	1,175.00	101-4-2320-4219
Total 52306 CONWAY SHIELD INC:					1,175.00	
CRYSTAL SPRINGS ICE						
603						
2-503395	1	ICE	Invoice	12/30/2025	218.56	603-4-9111-4255
603						
2-503395	2	FREIGHT	Invoice	12/30/2025	4.00	603-4-9111-4332
603						
2-503396	1	ICE	Invoice	12/30/2025	45.20	603-4-9151-4255
603						
2-503396	2	FREIGHT	Invoice	12/30/2025	4.00	603-4-9151-4332
Total 52407 CRYSTAL SPRINGS ICE:					271.76	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
CUB FOODS						
221						
104308074180	1	CATERING/CONCESSIONS BEVERA	Invoice	01/02/2026	4.58	221-4-5430-4259
101						
104351163295	1	PROGRAM SUPPLIES	Invoice	01/13/2026	46.52	101-4-5510-4219
Total 15550 CUB FOODS:					51.10	
CYBER ADVISORS, INC.						
101						
153287	1	UPDATE DIGITALRECEPTIONIST	Invoice	12/31/2025	225.00	101-4-1350-4319
Total 15723 CYBER ADVISORS, INC.:					225.00	
DACOTAH PAPER CO						
221						
71741	1	MAGIC ERASERS,TOILET TISSUE	Invoice	01/01/2026	363.36	221-4-5400-4219
221						
71742	1	CONCESSIONS PAPER PRODUCTS	Invoice	01/01/2026	401.20	221-4-5430-4219
211						
73715	1	CLEANING SUPPLIES	Invoice	01/06/2026	320.48	211-4-5600-4219
101						
73716	1	CLEANING SUPPLIES	Invoice	01/06/2026	495.68	101-4-2310-4219
Total 15887 DACOTAH PAPER CO:					1,580.72	
DAHLHEIMER BEVERAGE, LLC						
603						
2659645	1	BEER	Invoice	12/29/2025	2,734.20	603-4-9151-4252
603						
2659738	1	THC PRODUCTS	Invoice	12/29/2025	260.00	603-4-9151-4256
603						
2661364	1	BEER CREDIT	Invoice	12/30/2025	123.35-	603-4-9151-4252
603						
2662303	1	BEER	Invoice	01/02/2026	3,138.85	603-4-9151-4252
603						
2662513	1	LIQUOR	Invoice	01/02/2026	235.00	603-4-9151-4251
603						
2662514	1	THC PRODUCTS	Invoice	01/02/2026	74.00	603-4-9151-4256
603						
2662515	1	POP/MISC	Invoice	01/02/2026	61.25	603-4-9151-4255
603						
2662516	1	BEER	Invoice	01/02/2026	28.25	603-4-9151-4252
603						
2664674	1	BEER	Invoice	01/05/2026	66.40	603-4-9151-4252
603						
2664674	2	POP/MISC CREDIT	Invoice	01/05/2026	15.50-	603-4-9151-4255
603						
2664675	1	LIQUOR	Invoice	01/05/2026	246.25	603-4-9151-4251
603						
2664676	1	BEER	Invoice	01/05/2026	6,517.10	603-4-9151-4252
603						
2664710	1	BEER CREDIT	Invoice	01/02/2026	191.60-	603-4-9151-4252
603						
2668324	1	THC PRODUCTS	Invoice	01/08/2026	464.00	603-4-9151-4256
603						
2668326	1	BEER	Invoice	01/08/2026	2,056.30	603-4-9151-4252

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
2670431	1	BEER CREDIT	Invoice	01/09/2026	64.00-	603-4-9151-4252
603						
2670432	1	THC CREDIT	Invoice	01/09/2026	150.00-	603-4-9151-4256
Total 8005 DAHLHEIMER BEVERAGE, LLC:					15,337.15	
221						
2661322	1	CATERING/CONCESSIONS BEVERA	Invoice	12/31/2025	63.00	221-4-5430-4259
221						
2661322	2	BEER	Invoice	12/31/2025	2,095.25	221-4-5430-4252
221						
2661322	3	LIQUOR	Invoice	12/31/2025	1,416.25	221-4-5430-4251
Total 15366 DAHLHEIMER BEVERAGE, LLC:					3,574.50	
603						
2659374	1	BEER	Invoice	12/29/2025	14,889.45	603-4-9111-4252
603						
2659621	1	THC PRODUCTS	Invoice	12/29/2025	369.00	603-4-9111-4256
603						
2659622	1	BEER	Invoice	12/29/2025	3,264.60	603-4-9111-4252
603						
2661186	1	THC PRODUCTS	Invoice	12/31/2025	1,592.00	603-4-9111-4256
603						
2661332	1	THC PRODUCTS CREDIT	Invoice	12/30/2025	351.91-	603-4-9111-4256
603						
2661340	1	BEER CREDIT	Invoice	12/30/2025	31.20-	603-4-9111-4252
603						
2661700	1	POP/MISC	Invoice	12/31/2025	37.00	603-4-9111-4255
603						
2661700	2	BEER	Invoice	12/31/2025	5,303.70	603-4-9111-4252
603						
2661700	3	LIQUOR	Invoice	12/31/2025	611.00	603-4-9111-4251
603						
2662183	1	BEER CREDIT	Invoice	12/30/2025	54.40-	603-4-9111-4252
603						
2664584	1	BEER	Invoice	01/05/2026	15,553.60	603-4-9111-4252
603						
2664584	2	POP/MISC	Invoice	01/05/2026	55.50	603-4-9111-4255
603						
2664586	1	LIQUOR	Invoice	01/05/2026	180.00	603-4-9111-4251
603						
2664705	1	THC PRODUCTS CREDIT	Invoice	01/02/2026	35.00-	603-4-9111-4256
603						
2664706	1	BEER CREDIT	Invoice	01/02/2026	12.00-	603-4-9111-4252
603						
2667865	1	BEER	Invoice	01/08/2026	30.80	603-4-9111-4252
603						
2667866	1	THC PRODUCTS	Invoice	01/08/2026	469.00	603-4-9111-4256
603						
2667867	1	BEER	Invoice	01/08/2026	7,670.12	603-4-9111-4252
603						
2670428	1	BEER CREDIT	Invoice	01/09/2026	41.60-	603-4-9111-4252
Total 15900 DAHLHEIMER BEVERAGE, LLC:					49,499.66	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
DEMCO INC						
292						
7731336	1	LIBRARY SHELVING-FINAL PAYMENT	Invoice	11/25/2025	154,773.95	292-4-5600-4530
211						
P0058369	1	SHELVING SUPPLIES	Invoice	12/31/2025	1,180.00	211-4-5600-4219
Total 16275 DEMCO INC:					155,953.95	
E C M PUBLISHERS INC						
101						
1079362	1	PH NOTICE EV 25-08 PERKINS EASE	Invoice	12/27/2025	172.00	101-4-1510-4359
Total 17000 E C M PUBLISHERS INC:					172.00	
ELK RIVER MUNICIPAL UTILITIES						
101						
1-2-26 ERMU	1	WATER/ELECTRIC	Invoice	01/02/2026	690.70	101-4-5110-4389
602						
1-2-26 ERMU	2	ELECTRIC	Invoice	01/02/2026	1,380.96	602-4-9050-4389
101						
1-2-26 ERMU	3	ELECTRIC	Invoice	01/02/2026	136.02	101-4-2330-4389
101						
1-2-26 ERMU	4	ELECTRIC	Invoice	01/02/2026	64.00	101-4-2190-4389
101						
1-2-26 ERMU	5	ELECTRIC	Invoice	01/02/2026	32.00	101-4-5110-4389
Total 17700 ELK RIVER MUNICIPAL UTILITIES:					2,303.68	
605						
2549	1	BILLING SVCS - DEC 25	Invoice	12/31/2025	2,676.61	605-4-9210-4319
602						
2549	2	BILLING SVCS - DEC 25	Invoice	12/31/2025	600.42	602-4-9010-4319
607						
2549	3	BILLING SVCS - DEC 25	Invoice	12/31/2025	875.64	607-4-9310-4319
Total 17701 ELK RIVER MUNICIPAL UTILITIES:					4,152.67	
ENVIRONMENTAL DYNAMICS INTNAT'L INC						
602						
309596	1	DIFFUSER PIPING STORAGE TANK 4	Invoice	12/29/2025	17,100.00	602-4-9020-4219
Total 52535 ENVIRONMENTAL DYNAMICS INTNAT'L INC:					17,100.00	
FASTENAL COMPANY						
101						
MNELK145093	1	SUPPLIES - VENDING	Invoice	12/31/2025	318.11	101-4-3120-4219
101						
MNELK145093	2	SUPPLIES - VENDING	Invoice	12/31/2025	24.40	101-4-5110-4219
101						
MNELK145138	1	SUPPLIES - VENDING	Invoice	01/09/2026	51.55	101-4-3120-4219
101						
MNELK145138	2	SUPPLIES - VENDING	Invoice	01/09/2026	20.64	101-4-5110-4219
101						
MNELK145138	3	SUPPLIES - VENDING	Invoice	01/09/2026	10.31	101-4-1600-4219
101						
MNELK145161	1	SUPPLIES - VENDING	Invoice	01/09/2026	123.21	101-4-3120-4219

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
MNELK145161	2	SUPPLIES - VENDING	Invoice	01/09/2026	117.66	101-4-5110-4219
Total 18453 FASTENAL COMPANY:					665.88	
FIRSTTWO, INC.						
101						
3255	1	FIRSTTWO AGENCY LICENSE #2730	Invoice	01/16/2026	5,400.00	101-4-2110-4433
Total 15186 FIRSTTWO, INC.:					5,400.00	
GESTALT ENGINEERING LLC						
228						
1320	1	LANDFILL ASSIST - DEC	Invoice	01/02/2026	245.00	228-4-7000-4319
Total 14099 GESTALT ENGINEERING LLC:					245.00	
GLOBAL RESERVE LLC - GRD						
603						
ORD-22411	1	THC PRODUCTS	Invoice	12/30/2025	428.00	603-4-9111-4256
Total 15311 GLOBAL RESERVE LLC - GRD:					428.00	
GOODIN COMPANY						
101						
1558942-00	1	SUPPLIES - FAUCET	Invoice	12/29/2025	295.18	101-4-3120-4219
Total 20113 GOODIN COMPANY:					295.18	
GOPHER STATE ONE-CALL INC						
602						
5120375	1	LOCATION CALLS - DEC	Invoice	12/31/2025	112.05	602-4-9020-4404
Total 20150 GOPHER STATE ONE-CALL INC:					112.05	
GRAFIX SHOPPE						
410						
167607	1	GRAPHICS-GRASS 3	Invoice	11/06/2025	3,595.00	410-4-2310-4560
Total 20275 GRAFIX SHOPPE:					3,595.00	
GRAINGER						
101						
9756813672	1	OFFICE SUPPLIES - TAGS/STAMP KI	Invoice	12/31/2025	296.37	101-4-3120-4201
101						
9761608687	1	TEST KIT REFILL	Invoice	01/07/2026	15.20	101-4-1600-4219
Total 20300 GRAINGER:					311.57	
GRANITE CITY JOBBING CO						
603						
500425	1	POP/MISC	Invoice	12/26/2025	962.45	603-4-9111-4255
603						
500425	2	FREIGHT	Invoice	12/26/2025	5.00	603-4-9111-4332
603						
500425	3	SUPPLIES	Invoice	12/26/2025	124.07	603-4-9112-4219

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
501422	1	POP/MISC	Invoice	01/02/2026	582.65	603-4-9111-4255
603						
501422	2	FREIGHT	Invoice	01/02/2026	5.00	603-4-9111-4332
603						
501422	3	SUPPLIES	Invoice	01/02/2026	91.50	603-4-9112-4219
603						
501423	1	FREIGHT	Invoice	01/02/2026	5.00	603-4-9151-4332
603						
501423	2	POP/MISC	Invoice	01/02/2026	262.52	603-4-9151-4255
603						
501423	3	SUPPLIES	Invoice	01/02/2026	99.33	603-4-9152-4219
603						
502633	1	POP/MISC	Invoice	01/09/2026	601.10	603-4-9111-4251
603						
502633	2	SUPPLIES	Invoice	01/09/2026	228.56	603-4-9112-4219
603						
502633	3	FREIGHT	Invoice	01/09/2026	5.00	603-4-9111-4332
603						
502638	1	POP/MISC	Invoice	01/09/2026	327.57	603-4-9151-4255
603						
502638	2	SUPPLIES	Invoice	01/09/2026	17.25	603-4-9152-4219
603						
502638	3	FREIGHT	Invoice	01/09/2026	5.00	603-4-9151-4332
Total 10654 GRANITE CITY JOBBING CO:					3,322.00	
HARPER BROOMS						
221						
29462	1	BROOMS & HANDLES	Invoice	01/13/2026	207.20	221-4-5400-4219
Total 20987 HARPER BROOMS:					207.20	
HAWKINS & BAUMGARTNER, P.A.						
101						
1-7-2026	1	DEC PROSECUTION SVCS	Invoice	01/07/2026	19,049.85	101-4-1400-4304
Total 21048 HAWKINS & BAUMGARTNER, P.A.:					19,049.85	
HEARTLAND TIRE, INC.						
101						
9051166	1	TIRES - POLICE	Invoice	01/06/2026	320.00	101-4-2120-4221
Total 14883 HEARTLAND TIRE, INC.:					320.00	
INK WIZARDS						
101						
12727	1	UNIFORMS - SCHULTZ	Invoice	12/31/2025	282.80	101-4-2420-4217
101						
12775	1	UNIFORMS - LITFIN	Invoice	01/13/2026	114.00	101-4-3150-4217
Total 22250 INK WIZARDS:					396.80	
INTERNAT'L ASSOC FOR PROP						
101						
M26-C696886	1	MEMBERSHIP DUES-BALABON	Invoice	01/06/2026	65.00	101-4-2130-4433

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 22350 INTERNAT'L ASSOC FOR PROP:					65.00	
J P COOKE CO						
101						
912821	1	FOR DEPOSIT ONLY STAMPS	Invoice	01/06/2026	66.30	101-4-1310-4201
Total 15025 J P COOKE CO:					66.30	
JOE HALE						
101						
1-12-26 PHONE	1	CELL PHONE REIMB MAR-DEC - HAL	Invoice	01/12/2026	300.00	101-4-2440-4321
Total 52541 JOE HALE:					300.00	
JOHNSON BROS LIQUOR						
603						
164553	1	LIQUOR CREDIT	Invoice	12/31/2025	17.28-	603-4-9111-4251
603						
164553	2	WINE CREDIT	Invoice	12/31/2025	15.17-	603-4-9111-4253
603						
164554	1	FREIGHT CREDIT	Invoice	12/31/2025	6.96-	603-4-9151-4332
603						
2959180	1	LIQUOR	Invoice	12/30/2025	8,037.04	603-4-9111-4251
603						
2959180	2	FREIGHT	Invoice	12/30/2025	109.62	603-4-9111-4332
603						
2959181	1	WINE	Invoice	12/30/2025	6,976.76	603-4-9111-4253
603						
2959181	2	FREIGHT	Invoice	12/30/2025	157.76	603-4-9111-4332
603						
2959182	1	POP/MISC	Invoice	12/30/2025	310.00	603-4-9111-4255
603						
2959182	2	FREIGHT	Invoice	12/30/2025	5.22	603-4-9111-4332
603						
2959183	1	LIQUOR	Invoice	12/30/2025	6,106.95	603-4-9111-4251
603						
2959183	2	FREIGHT	Invoice	12/30/2025	57.42	603-4-9111-4332
603						
2959485	1	FREIGHT	Invoice	12/30/2025	1.74	603-4-9151-4332
603						
2959485	2	LIQUOR	Invoice	12/30/2025	54.00	603-4-9151-4251
603						
2959486	1	FREIGHT	Invoice	12/30/2025	6.96	603-4-9151-4332
603						
2959486	2	WINE	Invoice	12/30/2025	378.67	603-4-9151-4253
603						
2959487	1	FREIGHT	Invoice	12/30/2025	20.01	603-4-9151-4332
603						
2959487	2	LIQUOR	Invoice	12/30/2025	2,325.32	603-4-9151-4251
603						
2959488	1	FREIGHT	Invoice	12/30/2025	19.14	603-4-9151-4332
603						
2959488	2	WINE	Invoice	12/30/2025	560.00	603-4-9151-4253
603						
2959489	1	FREIGHT	Invoice	12/30/2025	1.74	603-4-9151-4332

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
2959489	2	POP/MISC	Invoice	12/30/2025	135.00	603-4-9151-4255
603						
2959490	1	THC PRODUCTS	Invoice	12/30/2025	342.60	603-4-9151-4256
603						
2959491	1	FREIGHT	Invoice	12/30/2025	8.70	603-4-9151-4332
603						
2959491	2	LIQUOR	Invoice	12/30/2025	995.86	603-4-9151-4251
603						
2960371	1	FREIGHT	Invoice	12/30/2025	10.50	603-4-9151-4332
603						
2960371	2	LIQUOR	Invoice	12/30/2025	810.00	603-4-9151-4251
603						
2963015	1	FREIGHT	Invoice	01/05/2026	1.74	603-4-9151-4332
603						
2963015	2	LIQUOR	Invoice	01/05/2026	107.88	603-4-9151-4251
603						
2963022	1	FREIGHT	Invoice	01/05/2026	6.96	603-4-9151-4332
603						
2964618	1	LIQUOR	Invoice	01/07/2026	60.00	603-4-9111-4251
603						
2964618	2	FREIGHT	Invoice	01/07/2026	10.50	603-4-9111-4332
603						
2964619	1	LIQUOR	Invoice	01/07/2026	3,367.00	603-4-9111-4251
603						
2964619	2	FREIGHT	Invoice	01/07/2026	71.34	603-4-9111-4332
603						
2964620	1	WINE	Invoice	01/07/2026	3,160.34	603-4-9111-4253
603						
2964620	2	FREIGHT	Invoice	01/07/2026	82.65	603-4-9111-4332
603						
2964621	1	THC PRODUCTS	Invoice	01/07/2026	64.00	603-4-9111-4256
603						
2964622	1	FREIGHT	Invoice	01/07/2026	1.74	603-4-9151-4332
603						
2964622	2	WINE	Invoice	01/07/2026	66.67	603-4-9151-4253
603						
2964623	1	LIQUOR	Invoice	01/07/2026	7,051.74	603-4-9111-4251
603						
2964623	2	FREIGHT	Invoice	01/07/2026	92.22	603-4-9111-4332
603						
2964624	1	FREIGHT	Invoice	01/07/2026	15.95	603-4-9151-4332
603						
2964624	2	LIQUOR	Invoice	01/07/2026	1,330.85	603-4-9151-4251
603						
2964625	1	FREIGHT	Invoice	01/07/2026	5.22	603-4-9151-4332
603						
2964625	2	WINE	Invoice	01/07/2026	288.00	603-4-9151-4253
603						
2964626	1	FREIGHT	Invoice	01/07/2026	15.66	603-4-9151-4332
603						
2964626	2	LIQUOR	Invoice	01/07/2026	903.80	603-4-9151-4251
221						
2964729	1	WINE	Invoice	01/07/2026	176.10	221-4-5430-4253
Total 22775 JOHNSON BROS LIQUOR:					44,271.96	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
JON A POJAR						
221						
123125	1	BEVERAGE SALES - DEC	Invoice	12/31/2025	272.00	221-4-5430-4440
Total 52263 JON A POJAR:					272.00	
JUNKYARD BREWING COMPANY						
603						
8841	1	THC PRODUCTS	Invoice	01/01/2026	84.00	603-4-9151-4256
603						
8841	2	BEER	Invoice	01/01/2026	227.00	603-4-9151-4252
603						
8842	1	BEER	Invoice	01/01/2026	144.00	603-4-9111-4252
603						
8842	2	THC PRODUCTS	Invoice	01/01/2026	504.00	603-4-9111-4256
Total 14086 JUNKYARD BREWING COMPANY:					959.00	
JUSTIN FEMRITE						
101						
1-12-2026 PHONE	1	REIMB PHONE JAN-DEC 2025 - FEM	Invoice	01/13/2026	360.00	101-4-3300-4321
Total 11185 JUSTIN FEMRITE:					360.00	
KIRI A FAUL						
101						
2605	1	RESERVE PRE-EMPL EVAL- KOCH,	Invoice	01/06/2026	1,330.00	101-4-2160-4319
Total 14646 KIRI A FAUL:					1,330.00	
KRISS PREMIUM PRODUCTS, INC						
221						
198500	1	WATER TREATMENT CHEMICALS	Invoice	01/02/2026	281.50	221-4-5400-4219
Total 23297 KRISS PREMIUM PRODUCTS, INC:					281.50	
LAKE STATE RECYCLING INC						
603						
123025	1	CARDBOARD RECYCLING-WB	Invoice	12/25/2025	150.00	603-4-9152-4389
603						
84505	1	CARDBOARD RECYCLING-NB	Invoice	12/31/2025	150.00	603-4-9112-4389
Total 13119 LAKE STATE RECYCLING INC:					300.00	
LEAGUE OF MN CITIES						
607						
440354	1	MN CITIES STM WTR COALITION 202	Invoice	01/01/2026	1,510.00	607-4-9310-4433
101						
441182	1	2026 MEMBERSHIP DUES	Invoice	01/01/2026	25,535.00	101-4-1110-4433
101						
442519	1	2026 MCMA WORKSHOP-STREMCHA	Invoice	01/05/2026	100.00	101-4-1310-4331
101						
442821	1	2026 MCMA CONFERENCE-STREMC	Invoice	01/09/2026	525.00	101-4-1310-4331
Total 23810 LEAGUE OF MN CITIES:					27,670.00	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
2026 DUES	1	2026 MEMBERSHIP DUES - J DIETZ	Invoice	01/01/2026	30.00	101-4-1110-4433
Total 23811 LEAGUE OF MN CITIES:					30.00	
LEAGUE OF MN CITIES INS TRUST						
291						
1004566 1/2/26	1	WORK COMP DEDUCTIBLE BILLING	Invoice	01/02/2026	1,247.33	291-4-7000-4109
Total 23800 LEAGUE OF MN CITIES INS TRUST:					1,247.33	
M R P A						
101						
5787	1	2026 AGENCY MEMBERSHIP DUES	Invoice	12/22/2025	525.00	101-4-5210-4433
101						
5787	2	2026 MEMBERSHIP DUES - SHELBY	Invoice	12/22/2025	195.00	101-4-5210-4433
101						
5787	3	2026 MEMBERSHIP DUES - LARSON	Invoice	12/22/2025	195.00	101-4-5210-4433
101						
5787	4	2026 MEMBERSHIP DUES - ELLINGW	Invoice	12/22/2025	195.00	101-4-5210-4433
101						
5787	5	2026 MEMBERSHIP DUES - ANDERS	Invoice	12/22/2025	195.00	101-4-5510-4433
101						
5787	6	2026 MEMBERSHIP DUES - WALLAC	Invoice	12/22/2025	45.00	101-4-5210-4433
101						
5787	7	2026 MEMBERSHIP DUES - BAAS	Invoice	12/22/2025	195.00	101-4-5110-4331
Total 24440 M R P A:					1,545.00	
MACQUEEN EQUIPMENT, LLC						
101						
P69536	1	PARTS #754	Invoice	01/08/2026	732.89	101-4-5110-4221
Total 24575 MACQUEEN EQUIPMENT, LLC:					732.89	
101						
P13701	1	REPAIRS/PARTS - ENGINE 1	Invoice	01/08/2026	33.80	101-4-2320-4404
Total 24576 MACQUEEN EQUIPMENT, LLC:					33.80	
MANSFIELD OIL CO						
101						
27366257	1	DIESEL FUEL DYED B5	Invoice	01/05/2026	3,680.71	101-4-3120-4212
101						
27373208	1	DIESEL FUEL DYED B5	Invoice	01/06/2026	18,375.29	101-4-3120-4212
101						
27392328	1	UNLEADED FUEL	Invoice	01/09/2026	18,156.77	101-4-3120-4212
Total 12310 MANSFIELD OIL CO:					40,212.77	
MARCO HOLDINGS LLC						
101						
INV14703799	1	ACE365	Invoice	12/24/2025	6,730.00	101-4-1350-4404
101						
INV14712508	1	OFFICE 365 LICENSES	Invoice	12/29/2025	6,007.13	101-4-1350-4404
101						
INV14746389	1	CISCO DUO ADV SUBSCRIPTIONS	Invoice	01/08/2026	1,824.00	101-4-1350-4404

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 24714 MARCO HOLDINGS LLC:					14,561.13	
MARTIES INC						
221						
337	1	ICE MELT	Invoice	01/06/2026	59.96	221-4-5400-4219
Total 15079 MARTIES INC:					59.96	
MAVERICK BEVERAGE CO MN LLC						
603						
INV1704575	1	LIQUOR	Invoice	01/09/2026	1,485.00	603-4-9111-4251
603						
INV1704575	2	WINE	Invoice	01/09/2026	464.04	603-4-9111-4253
603						
INV1704575	3	FREIGHT	Invoice	01/09/2026	55.00	603-4-9111-4332
603						
INV1704592	1	FREIGHT	Invoice	01/09/2026	35.00	603-4-9151-4332
603						
INV1704592	2	LIQUOR	Invoice	01/09/2026	990.00	603-4-9151-4251
603						
INV1704592	3	WINE	Invoice	01/09/2026	96.00	603-4-9151-4253
Total 14588 MAVERICK BEVERAGE CO MN LLC:					3,125.04	
MENARDS - ELK RIVER						
101						
12312025	1	SUPPLIES	Invoice	12/31/2025	1,820.53	101-4-5110-4219
602						
12312025	2	SUPPLIES	Invoice	12/31/2025	802.69	602-4-9020-4219
101						
12312025	3	SUPPLIES	Invoice	12/31/2025	359.01	101-4-2310-4219
221						
12312025	4	SUPPLIES	Invoice	12/31/2025	202.11	221-4-5400-4219
211						
12312025	5	SUPPLIES	Invoice	12/31/2025	91.94	211-4-5600-4219
101						
12312025	6	SUPPLIES	Invoice	12/31/2025	80.97	101-4-2190-4219
221						
12312025	7	SUPPLIES	Invoice	12/31/2025	75.22	221-4-5430-4219
603						
12312025	8	SUPPLIES	Invoice	12/31/2025	28.89	603-4-9152-4219
101						
12312025	9	SUPPLIES	Invoice	12/31/2025	25.94	101-4-2120-4219
101						
12312025	10	SUPPLIES	Invoice	12/31/2025	24.99	101-4-3120-4219
101						
12312025	11	SUPPLIES	Invoice	12/31/2025	10.95	101-4-1600-4219
Total 25145 MENARDS - ELK RIVER:					3,523.24	
METRO PRODUCTS LLC						
101						
189833	1	PARTS	Invoice	12/31/2025	333.00	101-4-3130-4219
Total 52382 METRO PRODUCTS LLC:					333.00	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
MITCHELL LITFIN						
101						
12-30-25 PHONE	1	2025 CELL PHONE REIMB - LITFIN	Invoice	12/30/2025	360.00	101-4-3150-4321
Total 52543 MITCHELL LITFIN:					360.00	
MN DEPT OF LABOR & INDUSTRY						
101						
DEC 2025 BP	1	BP SURCHARGE - DEC 2025 CONF #	Invoice	01/05/2026	2,431.43	101-3-0000-3233
Total 26180 MN DEPT OF LABOR & INDUSTRY:					2,431.43	
MN DEPT OF MOTOR VEHICLES						
101						
9859 VIN	1	TAB RENEWAL VIN 9859 2023 CHEV	Invoice	12/01/2025	16.25	101-4-2110-4437
Total 26190 MN DEPT OF MOTOR VEHICLES:					16.25	
MN DEPT OF PUBLIC SAFETY						
101						
7104500262025 M-1492	1	STATE FEES - HAZARDOUS CHEMIC	Invoice	01/05/2026	25.00	101-4-3120-4219
Total 26250 MN DEPT OF PUBLIC SAFETY:					25.00	
MN DRIVER & VEHICLE SERVICES						
101						
20260112-003	1	TAB RENEWAL - 2015 CHEVY #38281	Invoice	01/12/2026	15.25	101-4-2110-4437
Total 26215 MN DRIVER & VEHICLE SERVICES:					15.25	
MOBILE VEHICLE INTEGRATION						
101						
25-091364	1	INSTALL LIGHTS - ENGINE 2	Invoice	12/31/2025	2,575.00	101-4-2320-4404
Total 11916 MOBILE VEHICLE INTEGRATION:					2,575.00	
MOCIC						
101						
2601175-IN	1	MEMBERSHIP-FT SWORN OFFICERS	Invoice	01/06/2026	200.00	101-4-2130-4433
Total 14999 MOCIC:					200.00	
MOTOROLA SOLUTIONS INC						
101						
1187164381	1	RADIOS-PUBLIC WORKS	Invoice	01/06/2026	3,861.65	101-4-3120-4221
Total 27235 MOTOROLA SOLUTIONS INC:					3,861.65	
MR CUTTING EDGE						
221						
7946	1	ZAMBONI BLADE SHARPENING	Invoice	12/31/2025	262.00	221-4-5400-4401
Total 13984 MR CUTTING EDGE:					262.00	
MUDDY COW RESTAURANT GROUP						
101						
1-08-2026 MC	1	REFUND LL25-01 - MC'S ELK RIVER	Invoice	01/08/2026	5,200.00	101-3-0000-3211

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 52538 MUDDY COW RESTAURANT GROUP:					5,200.00	
N C S I						
101						
64993	1	BACKGROUND CHECK-RECREATIO	Invoice	01/01/2026	55.50	101-4-5220-4409
221						
64993	2	BACKGROUND CHECK-FTCEC	Invoice	01/01/2026	37.00	221-4-5400-4409
Total 27519 N C S I:					92.50	
NAPA OF ELK RIVER, LLC						
101						
323309	1	PARTS - ERMU	Invoice	12/31/2025	374.76	101-4-3150-4221
101						
323318	1	PARTS	Invoice	12/31/2025	5.09	101-4-3120-4221
101						
323319	1	PARTS	Invoice	12/31/2025	36.91	101-4-2120-4221
101						
323320	1	SHOP TOOL	Invoice	12/31/2025	61.05	101-4-3150-4219
101						
323710	1	SHOP TOOL	Invoice	01/05/2026	26.34	101-4-3150-4219
221						
324098	1	GREASE FOR ZAMBONI	Invoice	01/08/2026	37.65	221-4-5400-4219
Total 52338 NAPA OF ELK RIVER, LLC:					541.80	
NINJAONE, LLC						
101						
INV8826144407	1	NINJA ADVANCED PRO	Invoice	12/31/2025	8,550.00	101-4-1350-4404
Total 52314 NINJAONE, LLC:					8,550.00	
OLD WORLD BEER LLC						
603						
164555	1	WINE	Invoice	01/07/2026	543.00	603-4-9111-4253
Total 52501 OLD WORLD BEER LLC:					543.00	
OXYGEN SERVICE CO, INC						
101						
3639388	1	CYLINDER RENTALS	Invoice	12/31/2025	201.46	101-4-3150-4219
Total 28960 OXYGEN SERVICE CO, INC:					201.46	
PAUSTIS WINE COMPANY						
603						
284990	1	WINE	Invoice	01/08/2025	1,352.00	603-4-9111-4253
603						
284990	2	FREIGHT	Invoice	01/08/2025	15.00	603-4-9111-4332
603						
284993	1	WINE	Invoice	01/08/2026	481.33	603-4-9151-4253
603						
284993	2	FREIGHT	Invoice	01/08/2026	10.50	603-4-9151-4332
Total 29251 PAUSTIS WINE COMPANY:					1,858.83	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
PERFECTION PLUS, INC.						
101						
316254	1	CLEANING SVCS - TROTT BROOK B	Invoice	01/01/2026	60.00	101-4-5210-4401
211						
316255	1	MONTHLY CONTRACT CLEANING - P	Invoice	01/01/2026	2,490.00	211-4-5600-4405
Total 12651 PERFECTION PLUS, INC.:					2,550.00	
PHILLIPS WINE & SPIRITS CO						
603						
5103356	1	LIQUOR	Invoice	12/30/2025	2,862.94	603-4-9111-4251
603						
5103356	2	FREIGHT	Invoice	12/30/2025	52.20	603-4-9111-4332
603						
5103357	1	WINE	Invoice	12/30/2025	4,713.96	603-4-9111-4253
603						
5103357	2	FREIGHT	Invoice	12/30/2025	167.04	603-4-9111-4332
603						
5103358	1	POP/MISC	Invoice	12/30/2025	573.10	603-4-9111-4255
603						
5103358	2	FREIGHT	Invoice	12/30/2025	11.94	603-4-9111-4332
603						
5103598	1	FREIGHT	Invoice	12/30/2025	29.87	603-4-9151-4332
603						
5103598	2	LIQUOR	Invoice	12/30/2025	1,767.09	603-4-9151-4251
603						
5103599	1	FREIGHT	Invoice	12/30/2025	73.08	603-4-9151-4332
603						
5103599	2	WINE	Invoice	12/30/2025	1,916.00	603-4-9151-4253
603						
5107205	1	LIQUOR	Invoice	01/07/2026	2,462.87	603-4-9111-4251
603						
5107205	2	FREIGHT	Invoice	01/07/2026	43.36	603-4-9111-4332
603						
5107206	1	WINE	Invoice	01/07/2026	504.90	603-4-9111-4253
603						
5107206	2	FREIGHT	Invoice	01/07/2026	15.66	603-4-9111-4332
603						
5107207	1	WINE	Invoice	01/07/2026	400.00	603-4-9111-4253
603						
5107207	2	FREIGHT	Invoice	01/07/2026	9.57	603-4-9111-4332
603						
5107208	1	THC PRODUCTS	Invoice	01/07/2026	392.00	603-4-9111-4256
603						
5107209	1	FREIGHT	Invoice	01/07/2026	19.14	603-4-9151-4332
603						
5107209	2	LIQUOR	Invoice	01/07/2026	1,124.95	603-4-9151-4251
603						
5107210	1	FREIGHT	Invoice	01/07/2026	1.00	603-4-9151-4332
603						
5107210	2	POP/MISC	Invoice	01/07/2026	83.00	603-4-9151-4255
221						
5107306	1	MISC BAR/BLOODY MARY MIX	Invoice	01/07/2026	109.40	221-4-5430-4259
Total 29665 PHILLIPS WINE & SPIRITS CO:					17,333.07	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
PRECISE MRM LLC						
101						
IN200-2010134	1	DATA PLAN 2 WAY RADIOS	Invoice	12/29/2025	456.00	101-4-3130-4219
Total 11804 PRECISE MRM LLC:					456.00	
PRO-TEC DESIGN, INC						
101						
122083	1	ANNUAL MONITORING	Invoice	12/31/2025	355.52	101-4-3120-4401
101						
122083	2	ANNUAL MONITORING	Invoice	12/31/2025	355.52	101-4-1600-4401
211						
122083	3	ANNUAL MONITORING	Invoice	12/31/2025	355.52	211-4-5600-4401
101						
122083	4	ANNUAL MONITORING	Invoice	12/31/2025	355.53	101-4-2310-4401
603						
122083	5	ANNUAL MONITORING	Invoice	12/31/2025	355.53	603-4-9152-4404
Total 30229 PRO-TEC DESIGN, INC:					1,777.62	
QUALITY FLOW SYSTEMS INC						
602						
50310	1	REPLACE FLOAT CONTROLLER	Invoice	01/08/2026	1,546.20	602-4-9050-4404
Total 30500 QUALITY FLOW SYSTEMS INC:					1,546.20	
RAFTERS BREWING LLC						
603						
IN-7883	1	BEER	Invoice	12/30/2025	441.00	603-4-9111-4252
Total 52504 RAFTERS BREWING LLC:					441.00	
RDO EQUIPMENT CO						
101						
P1975214	1	PARTS #723	Invoice	01/07/2026	876.57	101-4-5110-4221
Total 30678 RDO EQUIPMENT CO:					876.57	
REINDERS INC						
101						
3414643-00	1	ATHLETIC FIELD SUPPLIES	Invoice	12/30/2025	4,240.00	101-4-5110-4219
Total 12498 REINDERS INC:					4,240.00	
SAFEASSURE CONSULTANTS INC						
291						
3940	1	SAFETY TRAINING	Invoice	12/11/2025	15,643.00	291-4-2340-4331
Total 52536 SAFEASSURE CONSULTANTS INC:					15,643.00	
SCHINDLER ELEVATOR CORP						
101						
4607328798	1	1ST QTR SERVICE-CITY HALL	Invoice	01/01/2026	665.13	101-4-1600-4401
101						
4607328799	1	1ST QTR SERVICE - PSB	Invoice	01/01/2026	1,330.22	101-4-2190-4401
603						
4607328920	1	1ST QTR SERVICE-NB	Invoice	01/01/2026	604.63	603-4-9112-4404

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 31890 SCHINDLER ELEVATOR CORP:					2,599.98	
SHERBURNE CO PUBLIC WORKS						
401						
4305	1	CITYS PORTION-CSAH 12	Invoice	12/11/2025	498,998.54	401-4-8080-4409
Total 32221 SHERBURNE CO PUBLIC WORKS:					498,998.54	
SHERWIN-WILLIAMS						
211						
31929142060126	1	SUPPLIES - PAINT	Invoice	01/12/2026	71.93	211-4-5600-4219
Total 32280 SHERWIN-WILLIAMS:					71.93	
SOUTHERN GLAZER'S WINE & SPIRITS OF MN						
603						
2712412	1	FREIGHT	Invoice	01/08/2026	13.12	603-4-9151-4332
603						
2712412	2	LIQUOR	Invoice	01/08/2026	1,044.11	603-4-9151-4251
603						
2712413	1	FREIGHT	Invoice	01/08/2026	6.40	603-4-9151-4332
603						
2712413	2	WINE	Invoice	01/08/2026	416.68	603-4-9151-4253
603						
5135245	1	FREIGHT	Invoice	01/08/2026	3.84	603-4-9151-4332
603						
5135245	2	WINE	Invoice	01/08/2026	179.52	603-4-9151-4253
Total 8000 SOUTHERN GLAZER'S WINE & SPIRITS OF MN:					1,663.67	
603						
2710242	1	LIQUOR	Invoice	12/31/2025	8,893.49	603-4-9111-4251
603						
2710242	2	FREIGHT	Invoice	12/31/2025	84.47	603-4-9111-4332
603						
2710243	1	WINE	Invoice	12/31/2025	3,960.61	603-4-9111-4253
603						
2710243	2	FREIGHT	Invoice	12/31/2025	62.09	603-4-9111-4332
603						
2710244	1	FREIGHT	Invoice	12/31/2025	1.25	603-4-9111-4332
603						
2712410	1	LIQUOR	Invoice	01/08/2026	5,820.12	603-4-9111-4251
603						
2712410	2	FREIGHT	Invoice	01/08/2026	53.32	603-4-9111-4332
603						
2712411	1	WINE	Invoice	01/08/2026	1,766.47	603-4-9111-4253
603						
2712411	2	FREIGHT	Invoice	01/08/2026	23.75	603-4-9111-4332
Total 11314 SOUTHERN GLAZER'S WINE & SPIRITS OF MN:					20,665.57	
STAPLES BUSINESS ADVANTAGE						
101						
7008200563	1	SUPPLIES	Invoice	12/31/2025	9.18	101-4-1120-4201
101						
7008200563	2	SUPPLIES	Invoice	12/31/2025	36.73	101-4-1210-4201

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
7008200563	3	SUPPLIES	Invoice	12/31/2025	27.55	101-4-1510-4201
101						
7008200563	4	SUPPLIES	Invoice	12/31/2025	27.55	101-4-2410-4201
101						
7008200563	5	SUPPLIES	Invoice	12/31/2025	18.37	101-4-1220-4201
101						
7008200563	6	SUPPLIES	Invoice	12/31/2025	18.37	101-4-1310-4201
101						
7008200563	7	SUPPLIES	Invoice	12/31/2025	3.67	101-4-2440-4219
101						
7008200563	8	SUPPLIES	Invoice	12/31/2025	9.18	101-4-3300-4201
101						
7008200563	9	SUPPLIES	Invoice	12/31/2025	18.37	101-4-5210-4219
101						
7008200563	10	SUPPLIES-EDA	Invoice	12/31/2025	14.70	101-4-6210-4440
Total 33059 STAPLES BUSINESS ADVANTAGE:					183.67	
STONEBROOKE EQUIPMENT INC						
101						
80548	1	CUSTOM TOOLBOX #241	Invoice	12/03/2025	1,594.73	101-4-3120-4221
Total 52542 STONEBROOKE EQUIPMENT INC:					1,594.73	
STREICHER'S INC						
101						
I1801254	1	UNIFORMS - BIRDSALL	Invoice	12/23/2025	62.13	101-4-2130-4217
101						
I1802253	1	UNIFORMS - MCKERNAN	Invoice	12/31/2025	199.98	101-4-2110-4217
Total 52346 STREICHER'S INC:					262.11	
SUPERIOR CAPITAL HOLDINGS						
101						
2513004	1	RADIO REPAIRS	Invoice	12/23/2025	831.08	101-4-3120-4404
Total 15211 SUPERIOR CAPITAL HOLDINGS:					831.08	
SUSAN D COLLINS						
101						
1-02-2026 SC	1	INSTRUCTOR FEE 1/15/26	Invoice	01/02/2026	192.00	101-4-5510-4409
Total 15209 SUSAN D COLLINS:					192.00	
SYSCO MINNESOTA INC						
221						
647350417	1	SUPPLIES - CHAFING WICKS	Invoice	01/08/2026	75.95	221-4-5430-4219
221						
647350417	2	CATERING/CONCESSIONS FOOD &	Invoice	01/08/2026	920.01	221-4-5430-4259
Total 12551 SYSCO MINNESOTA INC:					995.96	
TARGETSOLUTIONS LEARNING						
101						
INV133604	1	GUARDIAN TRACKING	Invoice	01/23/2026	2,533.52	101-4-2110-4433

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 13501 TARGETSOLUTIONS LEARNING:					2,533.52	
THE ARTCRAFT GROUP INC						
101						
744747	1	SUPPLIES - PUB ED	Invoice	12/22/2025	8,512.29	101-4-2330-4219
Total 19293 THE ARTCRAFT GROUP INC:					8,512.29	
THE WINE COMPANY						
603						
389744	1	LIQUOR	Invoice	01/09/2026	844.00	603-4-9111-4251
603						
389744	2	WINE	Invoice	01/09/2026	492.00	603-4-9111-4253
603						
389744	3	FREIGHT	Invoice	01/09/2026	30.00	603-4-9111-4332
Total 36423 THE WINE COMPANY:					1,366.00	
THREATLOCKER, INC.						
101						
INV-153997	1	THREATLOCKER - SOFTWARE/MAIN	Invoice	01/01/2026	284.72	101-4-1350-4404
Total 15264 THREATLOCKER, INC.:					284.72	
TRANSUNION RISK & ALTERNATIVE						
101						
556261-202512-1	1	ONLINE INVESTIGATIVE SVCS	Invoice	01/01/2026	110.00	101-4-2130-4433
Total 12665 TRANSUNION RISK & ALTERNATIVE:					110.00	
UKG INC.						
101						
I01100123365	1	SHIPPING FOR W2S	Invoice	01/14/2026	212.94	101-4-1310-4322
Total 12920 UKG INC.:					212.94	
US AUTOFORCE						
101						
INV0014114279	1	PARTS #705	Invoice	01/07/2026	357.60	101-4-5110-4221
Total 35560 US AUTOFORCE:					357.60	
US FOODS, INC						
221						
3503149	1	CONCESSIONS/CATERING SUPPLIE	Invoice	12/30/2025	178.39	221-4-5430-4219
221						
3503149	2	CATERING/CONCESSIONS FOOD &	Invoice	12/30/2025	1,080.30	221-4-5430-4259
221						
3671272	1	CATERING/CONCESSIONS FOOD &	Invoice	01/06/2026	1,158.22	221-4-5430-4259
221						
5971996	1	ESPRESSO MACHINE RENTAL - DEC	Invoice	12/31/2025	300.00	221-4-5430-4219
Total 52522 US FOODS, INC:					2,716.91	
UTILITY CONSULTANTS, INC						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
602						
126482	1	SAMPLE TESTING	Invoice	12/31/2025	1,709.96	602-4-9020-4319
Total 35571 UTILITY CONSULTANTS, INC:					1,709.96	
VESTIS GROUP INC						
221						
2500874883	1	CONCESSIONS - MOPS/LINENS/NAP	Invoice	01/01/2026	27.86	221-4-5430-4219
221						
2500874884	1	LOBBY RUGS	Invoice	01/01/2026	21.56	221-4-5400-4219
221						
2500880682	1	CONCESSIONS - MOPS/LINENS	Invoice	01/08/2026	27.86	221-4-5430-4219
221						
2500880684	1	LOBBY RUGS	Invoice	01/08/2026	21.56	221-4-5400-4219
Total 52462 VESTIS GROUP INC:					98.84	
VIKING COCA-COLA CO						
603						
3838062	1	POP	Invoice	01/02/2026	917.45	603-4-9111-4255
Total 35725 VIKING COCA-COLA CO:					917.45	
VINOCOPIA						
603						
388114-IN	1	LIQUOR	Invoice	01/07/2026	1,013.25	603-4-9111-4251
603						
388114-IN	2	WINE	Invoice	01/07/2026	216.00	603-4-9111-4253
603						
388114-IN	3	FREIGHT	Invoice	01/07/2026	18.00	603-4-9111-4332
603						
388117-IN	1	LIQUOR	Invoice	01/07/2026	117.25	603-4-9151-4251
603						
388117-IN	2	FREIGHT	Invoice	01/07/2026	2.50	603-4-9151-4332
Total 35763 VINOCOPIA:					1,367.00	
WASTE MANAGEMENT CORP SVCS						
602						
164174-0500-4	1	BIO SOLIDS HAULING-DEC 25	Invoice	01/02/2026	39,721.67	602-4-9020-4409
605						
50268-1706-3	1	GARBAGE TIPPING FEES 12/16-12/31	Invoice	01/02/2026	32,982.00	605-4-9210-4384
Total 36033 WASTE MANAGEMENT CORP SVCS:					72,703.67	
WINDSTREAM						
101						
1-05-26	1	PHONE LINE CHGS-FIRE	Invoice	01/05/2026	148.86	101-4-2310-4321
101						
1-05-26	2	PHONE LINE CHGS-FIRE INSP	Invoice	01/05/2026	52.00	101-4-2320-4321
Total 11102 WINDSTREAM:					200.86	
WINE MERCHANTS						
603						
7548519	1	WINE	Invoice	12/30/2025	3,363.80	603-4-9111-4253

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
7548519	2	FREIGHT	Invoice	12/30/2025	52.78	603-4-9111-4332
603						
7548561	1	FREIGHT	Invoice	12/30/2025	.29	603-4-9151-4332
603						
7549482	1	WINE	Invoice	01/07/2026	1,993.00	603-4-9111-4253
603						
7549482	2	FREIGHT	Invoice	01/07/2026	20.88	603-4-9111-4332
603						
7549483	1	FREIGHT	Invoice	01/07/2026	5.22	603-4-9151-4332
603						
7549483	2	WINE	Invoice	01/07/2026	621.00	603-4-9151-4253
Total 36425 WINE MERCHANTS:					6,056.97	
WRUCK SEWER & PORTABLE RENTAL						
101						
I31834	1	PORTABLE RENTALS - DEC	Invoice	01/06/2026	1,553.59	101-4-5110-4415
Total 13814 WRUCK SEWER & PORTABLE RENTAL:					1,553.59	
YALE MECHANICAL LLC						
101						
276425	1	FALL MAINTENANCE - HVAC	Invoice	12/31/2025	398.25	101-4-2310-4401
101						
276481	1	FALL MAINTENANCE/ HVAC REPAIRS	Invoice	12/31/2025	5,967.00	101-4-3120-4401
101						
276518	1	FALL MAINTENANCE	Invoice	12/30/2025	1,924.50	101-4-1600-4401
Total 36620 YALE MECHANICAL LLC:					8,289.75	
Total :					1,327,790.12	
Grand Totals:					1,327,790.12	

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
101-3-0000-3211	5,200.00	.00	5,200.00
101-3-0000-3233	2,431.43	.00	2,431.43
101-4-1110-4433	25,565.00	.00	25,565.00
101-4-1120-4201	9.18	.00	9.18
101-4-1120-4331	125.00	.00	125.00
101-4-1210-4201	36.73	.00	36.73
101-4-1210-4319	6,035.80	.00	6,035.80
101-4-1210-4321	218.73	.00	218.73
101-4-1210-4331	525.00	.00	525.00
101-4-1220-4201	18.37	.00	18.37
101-4-1310-4201	243.62	.00	243.62
101-4-1310-4322	212.94	.00	212.94
101-4-1310-4331	625.00	.00	625.00
101-4-1350-4219	27.98	.00	27.98
101-4-1350-4319	225.00	.00	225.00

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
101-4-1350-4321	146.57	.00	146.57
101-4-1350-4404	23,395.85	.00	23,395.85
101-4-1400-4304	29,200.71	.00	29,200.71
101-4-1510-4201	27.55	.00	27.55
101-4-1510-4359	172.00	.00	172.00
101-4-1600-4219	2,496.42	.00	2,496.42
101-4-1600-4321	129.71	.00	129.71
101-4-1600-4401	2,945.15	.00	2,945.15
101-4-2110-4217	199.98	.00	199.98
101-4-2110-4321	3,351.89	.00	3,351.89
101-4-2110-4433	7,933.52	.00	7,933.52
101-4-2110-4437	31.50	.00	31.50
101-4-2120-4219	25.94	.00	25.94
101-4-2120-4221	356.91	.00	356.91
101-4-2130-4217	62.13	.00	62.13
101-4-2130-4433	375.00	.00	375.00
101-4-2150-4409	300.00	.00	300.00
101-4-2160-4219	49.32	.00	49.32
101-4-2160-4319	1,330.00	.00	1,330.00
101-4-2190-4219	80.97	.00	80.97
101-4-2190-4389	64.00	.00	64.00
101-4-2190-4401	1,330.22	.00	1,330.22
101-4-2310-4217	126.95	.00	126.95
101-4-2310-4219	854.69	.00	854.69
101-4-2310-4321	827.55	.00	827.55
101-4-2310-4389	2,376.90	.00	2,376.90
101-4-2310-4401	753.78	.00	753.78
101-4-2320-4217	95.92	.00	95.92
101-4-2320-4219	3,333.99	.00	3,333.99
101-4-2320-4221	272.80	.00	272.80
101-4-2320-4321	52.00	.00	52.00
101-4-2320-4404	2,608.80	.00	2,608.80
101-4-2330-4219	8,512.29	.00	8,512.29
101-4-2330-4389	136.02	.00	136.02
101-4-2410-4201	27.55	.00	27.55
101-4-2410-4217	199.99	.00	199.99
101-4-2420-4217	282.80	.00	282.80
101-4-2440-4219	3.67	.00	3.67
101-4-2440-4321	300.00	.00	300.00
101-4-3120-4201	296.37	.00	296.37
101-4-3120-4212	40,212.77	.00	40,212.77
101-4-3120-4219	838.04	.00	838.04
101-4-3120-4221	5,498.07	.00	5,498.07
101-4-3120-4226	5,442.28	.00	5,442.28
101-4-3120-4389	6,025.10	.00	6,025.10
101-4-3120-4401	6,322.52	.00	6,322.52
101-4-3120-4404	831.08	.00	831.08
101-4-3130-4219	789.00	.00	789.00
101-4-3150-4212	1,240.08	.00	1,240.08
101-4-3150-4217	114.00	.00	114.00
101-4-3150-4219	1,186.60	.00	1,186.60
101-4-3150-4221	374.76	.00	374.76
101-4-3150-4321	360.00	.00	360.00
101-4-3150-4404	250.00	.00	250.00
101-4-3300-4201	9.18	.00	9.18

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
101-4-3300-4321	360.00	.00	360.00
101-4-5110-4212	272.05	.00	272.05
101-4-5110-4219	6,223.23	.00	6,223.23
101-4-5110-4221	2,047.24	.00	2,047.24
101-4-5110-4331	195.00	.00	195.00
101-4-5110-4389	722.70	.00	722.70
101-4-5110-4415	1,553.59	.00	1,553.59
101-4-5210-4219	18.37	.00	18.37
101-4-5210-4401	60.00	.00	60.00
101-4-5210-4433	1,155.00	.00	1,155.00
101-4-5220-4219	83.86	97.99-	14.13-
101-4-5220-4409	55.50	.00	55.50
101-4-5510-4219	147.36	.00	147.36
101-4-5510-4409	192.00	.00	192.00
101-4-5510-4433	195.00	.00	195.00
101-4-6210-4440	14.70	.00	14.70
211-4-5600-4219	1,664.35	.00	1,664.35
211-4-5600-4389	30.42	.00	30.42
211-4-5600-4401	355.52	.00	355.52
211-4-5600-4405	2,490.00	.00	2,490.00
221-4-5400-4219	7,157.35	.00	7,157.35
221-4-5400-4401	698.50	.00	698.50
221-4-5400-4409	37.00	.00	37.00
221-4-5410-4219	108.29	.00	108.29
221-4-5430-4219	1,341.05	.00	1,341.05
221-4-5430-4251	1,416.25	.00	1,416.25
221-4-5430-4252	2,095.25	.00	2,095.25
221-4-5430-4253	176.10	.00	176.10
221-4-5430-4259	3,857.00	.00	3,857.00
221-4-5430-4440	272.00	.00	272.00
228-4-7000-4319	245.00	.00	245.00
291-4-2340-4331	15,643.00	.00	15,643.00
291-4-7000-4109	1,247.33	.00	1,247.33
292-4-2310-4319	59,282.66	.00	59,282.66
292-4-5600-4530	154,773.95	.00	154,773.95
301-4-7000-4621	475.00	.00	475.00
302-4-7000-4621	475.00	.00	475.00
333-4-7000-4621	475.00	.00	475.00
401-4-8080-4409	498,998.54	.00	498,998.54
410-4-2310-4560	3,595.00	.00	3,595.00
602-4-9010-4201	791.94	.00	791.94
602-4-9010-4319	600.42	.00	600.42
602-4-9010-4321	45.49	.00	45.49
602-4-9010-4621	475.00	.00	475.00
602-4-9020-4219	25,731.35	.00	25,731.35
602-4-9020-4319	1,709.96	.00	1,709.96
602-4-9020-4404	589.05	.00	589.05
602-4-9020-4409	39,721.67	.00	39,721.67
602-4-9020-4417	318.21	.00	318.21
602-4-9050-4389	2,847.89	.00	2,847.89
602-4-9050-4404	1,546.20	.00	1,546.20
603-4-9111-4251	58,720.47	289.57-	58,430.90
603-4-9111-4252	86,712.27	369.85-	86,342.42
603-4-9111-4253	32,877.88	15.17-	32,862.71
603-4-9111-4255	4,273.89	.00	4,273.89

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
603-4-9111-4256	5,440.65	413.50-	5,027.15
603-4-9111-4332	1,449.64	.12-	1,449.52
603-4-9112-4219	560.31	.00	560.31
603-4-9112-4389	150.00	.00	150.00
603-4-9112-4404	844.75	.00	844.75
603-4-9151-4251	13,977.41	.00	13,977.41
603-4-9151-4252	25,422.40	400.47-	25,021.93
603-4-9151-4253	5,003.87	.00	5,003.87
603-4-9151-4255	1,122.42	15.50-	1,106.92
603-4-9151-4256	2,049.00	207.20-	1,841.80
603-4-9151-4332	330.02	6.96-	323.06
603-4-9152-4219	326.92	.00	326.92
603-4-9152-4389	150.00	.00	150.00
603-4-9152-4404	433.29	.00	433.29
605-4-9210-4319	2,676.61	.00	2,676.61
605-4-9210-4384	32,982.00	.00	32,982.00
607-4-9310-4319	875.64	.00	875.64
607-4-9310-4433	1,510.00	.00	1,510.00
821-1550	1,000.00	.00	1,000.00
821-2200	74.00	.00	74.00
Grand Totals:	1,329,606.45	1,816.33-	1,327,790.12

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
12/25	1,045,890.85	811.45-	1,045,079.40
01/26	283,715.60	1,004.88-	282,710.72
Grand Totals:	1,329,606.45	1,816.33-	1,327,790.12

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount		Bank Number
131389											
01/26	01/08/2026	131389	29665	PHILLIPS WINE & SPIRITS CO	5083054	603-4-9111-4332	.00	1,360.56-	1,360.56-	V	1
01/26	01/08/2026	131389	29665	PHILLIPS WINE & SPIRITS CO	5083055	603-4-9111-4332	.00	3,153.28-	3,153.28-	V	1
01/26	01/08/2026	131389	29665	PHILLIPS WINE & SPIRITS CO	5083056	603-4-9111-4332	.00	29.79-	29.79-	V	1
01/26	01/08/2026	131389	29665	PHILLIPS WINE & SPIRITS CO	5083057	603-4-9111-4256	.00	504.00-	504.00-	V	1
01/26	01/08/2026	131389	29665	PHILLIPS WINE & SPIRITS CO	5083058	603-4-9151-4332	.00	161.74-	161.74-	V	1
01/26	01/08/2026	131389	29665	PHILLIPS WINE & SPIRITS CO	5083059	603-4-9151-4332	.00	1,107.48-	1,107.48-	V	1
01/26	01/08/2026	131389	29665	PHILLIPS WINE & SPIRITS CO	5083060	603-4-9151-4253	.00	683.90-	683.90-	V	1
01/26	01/08/2026	131389	29665	PHILLIPS WINE & SPIRITS CO	5083061	603-4-9151-4332	.00	484.86-	484.86-	V	1
01/26	01/08/2026	131389	29665	PHILLIPS WINE & SPIRITS CO	5083062	603-4-9151-4256	.00	504.00-	504.00-	V	1
01/26	01/08/2026	131389	29665	PHILLIPS WINE & SPIRITS CO	5085505	603-4-9151-4251	.00	782.50-	782.50-	V	1
01/26	01/08/2026	131389	29665	PHILLIPS WINE & SPIRITS CO	5085506	603-4-9151-4253	.00	728.70-	728.70-	V	1
01/26	01/08/2026	131389	29665	PHILLIPS WINE & SPIRITS CO	5085507	603-4-9151-4255	.00	49.89-	49.89-	V	1
01/26	01/08/2026	131389	29665	PHILLIPS WINE & SPIRITS CO	5088307	603-4-9111-4332	.00	1,418.55-	1,418.55-	V	1
01/26	01/08/2026	131389	29665	PHILLIPS WINE & SPIRITS CO	5088308	603-4-9111-4332	.00	1,989.14-	1,989.14-	V	1
01/26	01/08/2026	131389	29665	PHILLIPS WINE & SPIRITS CO	5088309	603-4-9111-4332	.00	347.59-	347.59-	V	1
01/26	01/08/2026	131389	29665	PHILLIPS WINE & SPIRITS CO	5090234	603-4-9151-4251	.00	856.98-	856.98-	V	1
01/26	01/08/2026	131389	29665	PHILLIPS WINE & SPIRITS CO	5090235	603-4-9151-4253	.00	457.40-	457.40-	V	1
01/26	01/08/2026	131389	29665	PHILLIPS WINE & SPIRITS CO	5090236	603-4-9151-4332	.00	29.79-	29.79-	V	1
01/26	01/08/2026	131389	29665	PHILLIPS WINE & SPIRITS CO	5090237	603-4-9151-4256	.00	392.00-	392.00-	V	1
	Total 131389:						.00		15,042.15-		
131479											
01/26	01/13/2026	131479	30198	PRINCETON ELECTRIC, INC	1-580161	101-4-5110-4221	.00	20.69-	20.69-	V	1
	Total 131479:						.00		20.69-		
131540											
01/26	01/12/2026	131540	10749	ASPEN MILLS	361541	101-4-2130-4217	.00	132.94	132.94		1
01/26	01/12/2026	131540	10749	ASPEN MILLS	367527	101-4-2120-4217	.00	500.00	500.00		1
01/26	01/12/2026	131540	10749	ASPEN MILLS	367641	101-4-2320-4217	.00	371.90	371.90		1
01/26	01/12/2026	131540	10749	ASPEN MILLS	367775	101-4-2310-4217	.00	134.63	134.63		1
01/26	01/12/2026	131540	10749	ASPEN MILLS	367777	101-4-2160-4217	.00	260.93	260.93		1
01/26	01/12/2026	131540	10749	ASPEN MILLS	368048	101-4-2160-4217	.00	265.35	265.35		1
01/26	01/12/2026	131540	10749	ASPEN MILLS	368207	101-4-2150-4217	.00	52.45	52.45		1
01/26	01/12/2026	131540	10749	ASPEN MILLS	CM5558	101-4-2130-4217	.00	81.95-	81.95-		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 131540:							.00		1,636.25	
131541										
01/26	01/12/2026	131541	11658	BLUE EGG BAKERY	9110001	221-4-5430-4259	.00	360.00	360.00	1
Total 131541:							.00		360.00	
131542										
01/26	01/12/2026	131542	15111	HORIZON ROOFING INC	3085	101-4-2310-4401	.00	1,625.00	1,625.00	1
Total 131542:							.00		1,625.00	
131543										
01/26	01/12/2026	131543	28425	NORTHLAND PETROLEUM SERVI	26154	101-4-3120-4409	.00	182.00	182.00	1
Total 131543:							.00		182.00	
131544										
01/26	01/12/2026	131544	34928	TWIN CITY HARDWARE	PSI2370338	101-4-3120-4219	.00	199.07	199.07	1
01/26	01/12/2026	131544	34928	TWIN CITY HARDWARE	PSI2370342	101-4-2190-4219	.00	700.90	700.90	1
01/26	01/12/2026	131544	34928	TWIN CITY HARDWARE	PSI2370345	101-4-1600-4219	.00	362.31	362.31	1
Total 131544:							.00		1,262.28	
131545										
01/26	01/12/2026	131545	10138	A T & T MOBILITY	X12282025	101-4-2130-4433	.00	83.92	83.92	1
Total 131545:							.00		83.92	
131546										
01/26	01/12/2026	131546	10168	ADVANCE AUTO PARTS	631353646144	101-4-2120-4221	.00	154.33	154.33	1
Total 131546:							.00		154.33	
131547										
01/26	01/12/2026	131547	15163	ALICOLE LLP	#05	101-4-5510-4409	.00	240.00	240.00	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 131547:							.00		240.00	
131548										
01/26	01/12/2026	131548	10487	AMERICAN TEST CENTER	2252649	101-4-2320-4404	.00	1,711.00	1,711.00	1
Total 131548:							.00		1,711.00	
131549										
01/26	01/12/2026	131549	14662	ARVIG	3097643 12-2	602-4-9010-4321	.00	97.30	97.30	1
Total 131549:							.00		97.30	
131550										
01/26	01/12/2026	131550	13845	CENTERPOINT ENERGY	14577-3 NOV	603-4-9152-4389	.00	18,636.48	18,636.48	1
Total 131550:							.00		18,636.48	
131551										
01/26	01/12/2026	131551	15550	CUB FOODS	104351160371	221-4-5430-4259	.00	33.98	33.98	1
Total 131551:							.00		33.98	
131552										
01/26	01/12/2026	131552	15887	DACOTAH PAPER CO	69875	221-4-5430-4219	.00	265.07	265.07	1
Total 131552:							.00		265.07	
131553										
01/26	01/12/2026	131553	52537	DARYL CONROY	260106	101-4-5510-4409	.00	613.00	613.00	1
Total 131553:							.00		613.00	
131554										
01/26	01/12/2026	131554	13129	DIE CONCEPTS	26845	101-4-3150-4404	.00	2,500.00	2,500.00	1
Total 131554:							.00		2,500.00	

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
131555										
01/26	01/12/2026	131555	22775	JOHNSON BROS LIQUOR	2949605	221-4-5430-4251	.00	155.05	155.05	1
Total 131555:							.00		155.05	
131556										
01/26	01/12/2026	131556	12332	MARCO TECHNOLOGIES LLC	572002079	603-4-9152-4404	.00	3,708.19	3,708.19	1
Total 131556:							.00		3,708.19	
131557										
01/26	01/12/2026	131557	11597	MN BCA	44301 - STUD	101-4-2130-4331	.00	75.00	75.00	1
Total 131557:							.00		75.00	
131558										
01/26	01/12/2026	131558	26180	MN DEPT OF LABOR & INDUSTRY	ALR0185105X	603-4-9112-4404	.00	145.00	145.00	1
Total 131558:							.00		145.00	
131559										
01/26	01/12/2026	131559	28650	ODP BUSINESS SOLUTIONS, LLC	450506161002	101-4-2110-4201	.00	11.99	11.99	1
Total 131559:							.00		11.99	
131560										
01/26	01/12/2026	131560	28937	O'REILLY AUTOMOTIVE, INC	122825	101-4-3150-4219	.00	676.64	676.64	1
Total 131560:							.00		676.64	
131561										
01/26	01/12/2026	131561	29665	PHILLIPS WINE & SPIRITS CO	5083054	603-4-9111-4332	.00	1,360.56	1,360.56	1
01/26	01/12/2026	131561	29665	PHILLIPS WINE & SPIRITS CO	5083055	603-4-9111-4332	.00	3,153.28	3,153.28	1
01/26	01/12/2026	131561	29665	PHILLIPS WINE & SPIRITS CO	5083056	603-4-9111-4332	.00	29.79	29.79	1
01/26	01/12/2026	131561	29665	PHILLIPS WINE & SPIRITS CO	5083057	603-4-9111-4256	.00	504.00	504.00	1
01/26	01/12/2026	131561	29665	PHILLIPS WINE & SPIRITS CO	5083058	603-4-9151-4332	.00	161.74	161.74	1
01/26	01/12/2026	131561	29665	PHILLIPS WINE & SPIRITS CO	5083059	603-4-9151-4332	.00	1,107.48	1,107.48	1
01/26	01/12/2026	131561	29665	PHILLIPS WINE & SPIRITS CO	5083060	603-4-9151-4253	.00	683.90	683.90	1
01/26	01/12/2026	131561	29665	PHILLIPS WINE & SPIRITS CO	5083061	603-4-9151-4332	.00	484.86	484.86	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
01/26	01/12/2026	131561	29665	PHILLIPS WINE & SPIRITS CO	5083062	603-4-9151-4256	.00	504.00	504.00	1
01/26	01/12/2026	131561	29665	PHILLIPS WINE & SPIRITS CO	5085505	603-4-9151-4251	.00	782.50	782.50	1
01/26	01/12/2026	131561	29665	PHILLIPS WINE & SPIRITS CO	5085506	603-4-9151-4253	.00	728.70	728.70	1
01/26	01/12/2026	131561	29665	PHILLIPS WINE & SPIRITS CO	5085507	603-4-9151-4255	.00	49.89	49.89	1
01/26	01/12/2026	131561	29665	PHILLIPS WINE & SPIRITS CO	5088307	603-4-9111-4332	.00	1,418.55	1,418.55	1
01/26	01/12/2026	131561	29665	PHILLIPS WINE & SPIRITS CO	5088308	603-4-9111-4332	.00	1,989.14	1,989.14	1
01/26	01/12/2026	131561	29665	PHILLIPS WINE & SPIRITS CO	5088309	603-4-9111-4332	.00	347.59	347.59	1
01/26	01/12/2026	131561	29665	PHILLIPS WINE & SPIRITS CO	5090234	603-4-9151-4251	.00	856.98	856.98	1
01/26	01/12/2026	131561	29665	PHILLIPS WINE & SPIRITS CO	5090235	603-4-9151-4253	.00	457.40	457.40	1
01/26	01/12/2026	131561	29665	PHILLIPS WINE & SPIRITS CO	5090236	603-4-9151-4332	.00	29.79	29.79	1
01/26	01/12/2026	131561	29665	PHILLIPS WINE & SPIRITS CO	5090237	603-4-9151-4256	.00	392.00	392.00	1
Total 131561:							.00		15,042.15	
131562										
01/26	01/12/2026	131562	32650	SNAP-ON INDUSTRIAL	ARV/6674662	101-4-3120-4219	.00	104.02	104.02	1
Total 131562:							.00		104.02	
131563										
01/26	01/12/2026	131563	8000	SOUTHERN GLAZER'S WINE & SPIRIT	2710245	603-4-9151-4251	.00	3,709.46	3,709.46	1
01/26	01/12/2026	131563	8000	SOUTHERN GLAZER'S WINE & SPIRIT	2710246	603-4-9151-4253	.00	1,766.40	1,766.40	1
01/26	01/12/2026	131563	8000	SOUTHERN GLAZER'S WINE & SPIRIT	2710247	603-4-9151-4332	.00	3.84	3.84	1
01/26	01/12/2026	131563	8000	SOUTHERN GLAZER'S WINE & SPIRIT	5133718	603-4-9151-4251	.00	130.43	130.43	1
Total 131563:							.00		5,610.13	
131564										
01/26	01/12/2026	131564	13048	STEP SAVER INC	188899	211-4-5600-4219	.00	151.50	151.50	1
Total 131564:							.00		151.50	
131565										
01/26	01/12/2026	131565	12551	SYSCO MINNESOTA INC	647330656	221-4-5430-4259	.00	24.97-	24.97-	1
01/26	01/12/2026	131565	12551	SYSCO MINNESOTA INC	647331622	221-4-5430-4259	.00	1,322.19	1,322.19	1
Total 131565:							.00		1,297.22	

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
131566										
01/26	01/12/2026	131566	52502	THE GREGORY GROUP INC	91203	604-4-9410-4319	.00	6,950.00	6,950.00	1
Total 131566:							.00		6,950.00	
131567										
01/26	01/12/2026	131567	52462	VESTIS GROUP INC	2500857825	221-4-5430-4219	.00	27.86	27.86	1
01/26	01/12/2026	131567	52462	VESTIS GROUP INC	2500857827	221-4-5400-4219	.00	21.56	21.56	1
Total 131567:							.00		49.42	
1009142										
01/26	01/13/2026	1009142	13759	AERZEN USA CORPORATION	SEPI-25-0073	602-4-9020-4219	.00	823.27	823.27	1
Total 1009142:							.00		823.27	
1009143										
01/26	01/13/2026	1009143	11058	CENTRAL HYDRAULICS	661006	101-4-5110-4221	.00	397.78	397.78	1
01/26	01/13/2026	1009143	11058	CENTRAL HYDRAULICS	662153	101-4-5110-4221	.00	429.34	429.34	1
01/26	01/13/2026	1009143	11058	CENTRAL HYDRAULICS	662570	101-4-3150-4221	.00	21.89	21.89	1
Total 1009143:							.00		849.01	
1009144										
01/26	01/13/2026	1009144	15451	CROW RIVER FARM EQUIPMENT	214161	101-4-3120-4219	.00	175.66	175.66	1
Total 1009144:							.00		175.66	
1009145										
01/26	01/13/2026	1009145	17000	E C M PUBLISHERS INC	1078456	101-4-1510-4359	.00	217.80	217.80	1
Total 1009145:							.00		217.80	
1009146										
01/26	01/13/2026	1009146	17700	ELK RIVER MUNICIPAL UTILITIES	12-23-25 ERM	101-4-2310-4389	.00	4,636.42	4,636.42	1
Total 1009146:							.00		4,636.42	

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
1009147										
01/26	01/13/2026	1009147	17701	ELK RIVER MUNICIPAL UTILITIES	2545	605-4-9210-4319	.00	4,568.38	4,568.38	1
Total 1009147:							.00		4,568.38	
1009148										
01/26	01/13/2026	1009148	52382	METRO PRODUCTS LLC	189391	101-4-5110-4219	.00	560.68	560.68	1
Total 1009148:							.00		560.68	
1009149										
01/26	01/13/2026	1009149	10407	REPUBLIC SERVICES #899	899-00490785	211-4-5600-4389	.00	4,500.05	4,500.05	1
01/26	01/13/2026	1009149	10407	REPUBLIC SERVICES #899	899-00490824	101-4-5110-4389	.00	247.68	247.68	1
01/26	01/13/2026	1009149	10407	REPUBLIC SERVICES #899	899-00490885	605-4-9210-4409	.00	102,255.76	102,255.76	1
Total 1009149:							.00		107,003.49	
1009150										
01/26	01/13/2026	1009150	14562	SUSAN MONTAGUE	123025	101-4-5510-4409	.00	150.00	150.00	1
Total 1009150:							.00		150.00	
1009151										
01/26	01/13/2026	1009151	34604	TRANSPORT GRAPHICS	305284	221-4-5400-4349	.00	929.70	929.70	1
Total 1009151:							.00		929.70	
1009152										
01/26	01/13/2026	1009152	14002	WINEBOW	MN00174601	603-4-9151-4253	.00	196.50	196.50	1
01/26	01/13/2026	1009152	14002	WINEBOW	MN00177600	603-4-9151-4251	.00	243.00	243.00	1
Total 1009152:							.00		439.50	
107202625										
01/26	01/07/2026	107202625	52539	NSU IM MN, LLC	1052026 SYS	602-4-9050-4530	.00	220,000.00	220,000.00	1
Total 107202625:							.00		220,000.00	

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
Grand Totals:							.00		388,667.99	

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
101-2020	102.64	26,374.45-	26,271.81-
101-4-1110-4321	37.98	.00	37.98
101-4-1350-4404	2,114.82	.00	2,114.82
101-4-1510-4359	217.80	.00	217.80
101-4-1600-4219	362.31	.00	362.31
101-4-1600-4389	3,031.58	.00	3,031.58
101-4-2110-4201	11.99	.00	11.99
101-4-2120-4217	500.00	.00	500.00
101-4-2120-4221	199.67	.00	199.67
101-4-2130-4217	132.94	81.95-	50.99
101-4-2130-4331	75.00	.00	75.00
101-4-2130-4433	45.94	.00	45.94
101-4-2150-4217	52.45	.00	52.45
101-4-2160-4217	526.28	.00	526.28
101-4-2190-4219	700.90	.00	700.90
101-4-2190-4389	3,030.28	.00	3,030.28
101-4-2310-4217	134.63	.00	134.63
101-4-2310-4389	2,751.46	.00	2,751.46
101-4-2310-4401	1,625.00	.00	1,625.00
101-4-2320-4217	371.90	.00	371.90
101-4-2320-4221	5.29	.00	5.29
101-4-2320-4404	1,716.29	.00	1,716.29
101-4-2330-4389	169.51	.00	169.51
101-4-2440-4219	17.96	.00	17.96
101-4-3120-4219	622.92	.00	622.92
101-4-3120-4221	39.64	.00	39.64
101-4-3120-4389	1,147.03	.00	1,147.03
101-4-3120-4409	182.00	.00	182.00
101-4-3150-4219	236.80	.00	236.80
101-4-3150-4221	59.14	.00	59.14
101-4-3150-4404	2,500.00	.00	2,500.00

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
101-4-5110-4219	186.90	.00	186.90
101-4-5110-4221	1,277.01	20.69-	1,256.32
101-4-5110-4389	1,288.03	.00	1,288.03
101-4-5510-4409	1,003.00	.00	1,003.00
211-2020	.00	215.96-	215.96-
211-4-5600-4219	151.50	.00	151.50
211-4-5600-4389	64.46	.00	64.46
221-2020	24.97	14,048.88-	14,023.91-
221-4-5400-4219	21.56	.00	21.56
221-4-5400-4349	929.70	.00	929.70
221-4-5400-4389	10,275.30	.00	10,275.30
221-4-5400-4415	658.17	.00	658.17
221-4-5430-4219	483.40	.00	483.40
221-4-5430-4251	155.05	.00	155.05
221-4-5430-4259	1,525.70	24.97-	1,500.73
228-2020	.00	288.25-	288.25-
228-4-7000-4389	288.25	.00	288.25
602-2020	.00	224,831.75-	224,831.75-
602-4-9010-4319	600.42	.00	600.42
602-4-9010-4321	97.30	.00	97.30
602-4-9010-4404	510.02	.00	510.02
602-4-9020-4219	892.06	.00	892.06
602-4-9020-4384	273.68	.00	273.68
602-4-9020-4389	1,707.13	.00	1,707.13
602-4-9050-4389	751.14	.00	751.14
602-4-9050-4530	220,000.00	.00	220,000.00
603-2020	15,042.15	29,561.24-	14,519.09-
603-4-9111-4251	2,733.87	2,733.87-	.00
603-4-9111-4253	5,013.66	5,013.66-	.00
603-4-9111-4255	368.55	368.55-	.00
603-4-9111-4256	504.00	504.00-	.00
603-4-9111-4332	182.83	182.83-	.00
603-4-9112-4319	4,656.50	.00	4,656.50
603-4-9112-4389	2,683.48	.00	2,683.48
603-4-9112-4404	357.59	.00	357.59
603-4-9151-4251	6,752.77	2,705.20-	4,047.57
603-4-9151-4253	3,927.21	1,993.75-	1,933.46
603-4-9151-4255	544.90	544.90-	.00
603-4-9151-4256	896.00	896.00-	.00
603-4-9151-4332	167.99	99.39-	68.60

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
603-4-9152-4389	559.30	.00	559.30
603-4-9152-4404	212.59	.00	212.59
604-2020	.00	2,293.50-	2,293.50-
604-4-9410-4319	2,293.50	.00	2,293.50
605-2020	.00	105,348.08-	105,348.08-
605-4-9210-4319	3,092.32	.00	3,092.32
605-4-9210-4409	102,255.76	.00	102,255.76
607-2020	.00	875.64-	875.64-
607-4-9310-4319	875.64	.00	875.64
Grand Totals:	419,007.51	419,007.51-	.00

Dated: _____

Mayor: _____

City Council: _____

_____

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City Recorder: _____

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
1208202522										
12/25	12/08/2025	120820252	35099	US BANK	11252025 CIT	101-4-2130-4331	.00	10,533.54	10,533.54	1
Total 1208202522:							.00		10,533.54	
Grand Totals:							.00		10,533.54	

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
101-2020	907.53	9,453.83-	8,546.30-
101-3-0000-3625	.00	757.53-	757.53-
101-4-1110-4219	2.78	.00	2.78
101-4-1110-4322	20.00	.00	20.00
101-4-1120-4319	67.45	.00	67.45
101-4-1120-4331	399.00	.00	399.00
101-4-1350-4219	845.00	.00	845.00
101-4-1350-4331	652.50	.00	652.50
101-4-1350-4404	61.32	.00	61.32
101-4-1600-4321	410.00	.00	410.00
101-4-1600-4331	314.16	.00	314.16
101-4-2110-4331	399.00	.00	399.00
101-4-2110-4433	57.21	.00	57.21
101-4-2120-4219	97.00	.00	97.00
101-4-2120-4221	60.75	.00	60.75
101-4-2120-4331	75.00	.00	75.00
101-4-2130-4331	807.04	150.00-	657.04
101-4-2150-4219	50.99	.00	50.99
101-4-2150-4331	399.00	.00	399.00
101-4-2310-4433	200.00	.00	200.00
101-4-2320-4221	769.99	.00	769.99
101-4-2320-4331	321.46	.00	321.46
101-4-2410-4331	800.00	.00	800.00
101-4-3120-4212	104.02	.00	104.02
101-4-3120-4219	1,448.72	.00	1,448.72
101-4-3120-4221	162.93	.00	162.93

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
101-4-3150-4219	404.00	.00	404.00
101-4-3300-4331	150.00	.00	150.00
101-4-5110-4221	106.07	.00	106.07
101-4-5210-4349	129.23	.00	129.23
101-4-5510-4219	102.66	.00	102.66
101-4-5510-4433	36.55	.00	36.55
221-2020	133.50	1,382.99-	1,249.49-
221-4-5400-4219	97.98	.00	97.98
221-4-5400-4259	668.79	.00	668.79
221-4-5400-4349	300.56	133.50-	167.06
221-4-5430-4219	186.28	.00	186.28
221-4-5430-4259	129.38	.00	129.38
602-2020	.00	23.49-	23.49-
602-4-9020-4437	23.49	.00	23.49
603-2020	.00	564.26-	564.26-
603-4-9112-4349	48.26	.00	48.26
603-4-9112-4433	258.00	.00	258.00
603-4-9152-4433	258.00	.00	258.00
604-2020	.00	150.00-	150.00-
604-4-9410-4331	150.00	.00	150.00
Grand Totals:	12,615.60	12,615.60-	.00

M = Manual Check, V = Void Check

Dated: _____

Mayor: _____

City Council: _____

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City Recorder: _____

M = Manual Check, V = Void Check

Request for Action

To
City Council

Item Number
4.4

Meeting Date
January 20, 2026

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Resolution 26-04: Finding of Fact Approving the Poythress Variance

Reviewed by
Zack Carlton
Cal Portner
Jolene Richter

Action Requested
Adopt, by motion, Resolution 26-04 approving a variance to exceed the allowed square footage of a water-oriented structure, up to 590 square feet.

Background/Discussion
On December 15, 2025, the City Council reviewed a variance request regarding a water-oriented structure at 13640 Island View Drive. Council held a public hearing and reviewed the findings of the Planning Commission and the recommendation of city staff.

Council stated that the request satisfies the standards required for issuance of a variance and directed staff to prepare a resolution making findings of fact approving the application. The resolution and all supporting documents are attached.

Financial Impact
None

Mission/Policy/Goal
Ethical, efficient, and responsible.

Attachments
1. Resolution 26-04 Finding of Facts Approving Variance Case No. 25-18

City of Elk River
City Council

Resolution 26-04

A Resolution of the City Council of the City of Elk River approving the Water-Oriented Structure size variance at 13640 Island View Dr NW

WHEREAS, Benjamin, ("Applicant"), has applied ("Application") for a Variance (Case No. V 25-18) to exceed the allowed square footage of a Water Oriented Structure in the R1b Single Family District at 13640 Island View Dr NW, Elk River, MN ("Property"); and

WHEREAS, the record in this matter includes all of the materials submitted to the Board of Adjustments and City Council in connection with the Variance Application; including the staff reports and all attachments thereto, all other written materials submitted to the Board of Adjustments and City Council, and all staff presentations and other testimony taken at the public meetings considering the Application for the Variance, all of which is incorporated in and made a part of the findings of fact and this resolution; and

WHEREAS, the Board of Adjustments held a public hearing on October 28, 2025, to receive testimony and evidence from city staff, the Applicant and any other persons regarding the Application; and

WHEREAS, the applicant requested to postpone action until the November 25, 2025, Planning Commission meeting to provide additional time to explore alternative solutions/designs.

WHEREAS, the Board of Adjustments continued the public hearing on November 25, 2025, to receive testimony and evidence from city staff, the Applicant and any other persons regarding the Application; and

WHEREAS, the Board of Adjustments denied the Application as the request does not satisfy all the standards required for issuance of a variance.

WHEREAS, the Application was automatically appealed to the City Council, who held a public hearing on December 15, 2025, to receive testimony and evidence from city

staff, the Applicant and any other persons regarding whether the Application should be approved; and

WHEREAS, the Applicant and all others wishing to speak were given the opportunity to present testimony to the Board of Adjustments and City Council; and

WHEREAS, the City Council, on December 15, 2025, reviewed the findings of the Planning Commission and city staff, and at the conclusion of their review on the Applicant's Application, directed staff to prepare a resolution making findings of fact approving the Application as the request satisfies all standards required for issuance of a variance.

NOW, THEREFORE, the City Council of the City of Elk River makes the following:

FINDINGS

1. City Code § 30-635 provides for analysis and findings required to be the grant of a variance. The Application and proposed structures meet all required findings in City Code § 30-635(b)(1)-(2) and (c)(1)-(3) as provided below:

   City Code § 30-635(b):

   (1) **The variance is in harmony with the general purpose and intent of the ordinance.**
   The intent of the lakeshore setback and accessory structure standards is to provide some unique storage (400 sf. max) opportunities because of the relationship to a water feature. Due to the terrain and wetlands, the proposed location is the only area where a larger accessory structure can be built. The variance is therefore in harmony with the purpose and intent of the ordinance.

   (2) **The variance is consistent with the City of Elk River comprehensive plan.**
   The property is guided as Traditional Single Family Residential. The suburban residential category predominately consists of single-family detached homes occupying moderately sized lots. This land use is the most prevalent residential type within the Urban Service Area and consists of a range of neighborhood typologies. The district should accommodate single-family attached, townhomes, and duplexes which have varying setbacks, in some cases down to zero. While the proposal does not meet the ordinance, providing for accessory structures is consistent with the comprehensive plan.

   City Code § 30-635(c):

(1) **The petitioner proposes to use the property in a reasonable manner not permitted by the zoning ordinance;**
While the size of the Water-Oriented Structure exceeds the allowed amount, the overall amount of accessory structure square footage is not exceeded.

(2) **The plight of the petitioner is due to circumstances unique to the property not a consequence of the petition's own action or inaction; and**
The unique circumstances are topography, wetlands, and the distance from the lake to buildable areas on the property is a great distance.

(3) **The variance, if granted, will not alter the essential character of the locality.**
The proposed structure would not alter the essential character of the area as there are other water-oriented structures on the lake.

2. Taking into consideration all the testimony and evidence received, including statements from the applicant, staff reports, and the findings of the Board of Adjustments, the City Council finds that the Applicant's proposal meets the intent of the ordinance and would not alter the essential character of the locale.

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, the City Council of the City of Elk River hereby approves the Variance Application V 25-18 to exceed the allowed square footage of a Water-Oriented Structure at 13640 Island View Dr NW, Elk River NW, Elk River, MN.

Passed and adopted this 20th day of January 2026.

_____
John J. Dietz, Mayor

ATTEST:

_____
Jolen Richter, Deputy Clerk

Request for Action

To
Board of Adjustments

Item Number
5.1

Meeting Date
November 25, 2025

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Variance: Structure Size Variance, Benjamin Poythress - 13640 Island View Dr NW

Reviewed by
Zack Carlton

Action Requested
Deny, by motion, the variance proposal to exceed the permitted size of a water-oriented storage structure, as the following standards have not been met:

1. Allowing a structure nearly twice the size of what is permitted within the shore impact zone does not meet the general purpose and intent of the ordinance.
2. The property has a land use guidance for residential, and the proposed single-family residential use is consistent with the Comprehensive Plan.
3. The proposed use is not reasonable as the property already contains a permitted 100 SF. water-oriented structure that serves the intended purpose of storing lake-related equipment.
4. There are no circumstances unique to the property that create hardship. The request results from the applicant's desire for additional space, which is a self-created condition, not a property hardship.
5. Granting the variance would permit a structure nearly twice the size allowed within proximity to the lake that could alter the essential character.

Background/Discussion
The Board of Adjustments initially reviewed this request on October 28, 2025, and after hearing comments and concerns from the Board, the applicant requested to postpone action until the November 25, 2025, meeting to provide additional time to explore alternative solutions/designs. Prior to providing any alternative, the applicant requested an explanation be provided specifying the ordinance language that requires a deck to be included in water-oriented structure square footage, as well as additional information. That correspondence is included as an attachment. They have reduced the size of the deviation, and are now requesting a 10-foot x 17-foot building addition. An outline of the proposed square footage is as follows:

- 100 SF. Existing Building (10' x1 0')
- 320 SF. "Proposed" Deck (currently under construction)
- **420 SF. Existing Water-Oriented Structure** (400 allowed)
- 170 SF. Proposed Building (10' x 17')
- **590 SF. Total Existing and Proposed**

While the existing conditions exceed the maximum allowed square footage by 20 SF, a viable alternative, which the Board suggested at the October meeting, is utilizing space under the deck for storage, which may satisfy the applicants' desire for additional storage.

Staff's concern has been, and continues to be, that there is no plight/circumstances unique to the property that created a hardship to allow for an increase in personal storage. The desire for additional storage is not a hardship but a plight the property owner created.

Applicable Regulations

Variances may be granted when the petitioner establishes that the variance satisfies all five of the criteria described below. The variance is:

1. Is in harmony with the general purpose and intent of the ordinance, and

Applicants' response: This request is in harmony with the intent of the ordinance because it allows us to safely and responsibly improve existing lakeshore amenities without creating environmental impacts. The variance supports the continued use of a modest storage structure for water-oriented items (kayaks, oars, lifejackets, etc.) and the replacement of a deteriorating deck with a safe structure. Neither project contributes to erosion, runoff, or shoreline degradation.

The intent of the lakeshore setback and accessory structure standards is to provide some unique storage (400 sq.ft. max) opportunities because of the relationship to a water feature and to preserve the natural character of the shoreline, protect water quality, and maintain consistency among lakeshore properties. Allowing a structure larger than what is permitted within the shore impact zone would conflict with these goals. The variance is therefore not in harmony with the purpose and intent of the ordinance.

2. Is consistent with the City of Elk River comprehensive plan.

Applicants' response: The request is consistent with the City's Comprehensive Plan by preserving the residential and recreational character of the lakeshore. The addition to the small storage shed ensures adequate space for water-oriented equipment, while the rebuilt deck provides safe access and enjoyment of the property. Both improvements update pre-existing structures and are compatible with the development pattern of surrounding lakeshore homes.

While the property has a land use guidance for residential, and the proposed single-family residential use is consistent with the Comprehensive Plan, the plan also emphasizes protecting natural resources, especially along lakes and wetlands, by enforcing setbacks and size limitations for structures near the water. Expanding the existing water-oriented structure beyond ordinance limits is not consistent with these objectives.

Variances may be granted when the petitioner establishes that there are practical difficulties in complying with the zoning ordinance. Practical difficulties means that:

3. The petitioner proposes to use the property in a reasonable manner not permitted by the zoning ordinance;

Applicants' response: The proposed improvements are reasonable uses of a lakeshore property. Expanding the existing shed provides adequate space to safely store water-oriented equipment, preventing shoreline clutter. Replacing the deteriorating deck ensures safe enjoyment of the property while aligning with typical residential lakeshore uses.

The property already contains a permitted 100 sq.ft. water-oriented structure that serves the intended purpose of storing lake-related equipment. The applicant also has sufficient space elsewhere on the property to construct additional storage structures that meet ordinance requirements. The desire for additional

convenience or larger storage capacity does not constitute a practical difficulty. Therefore, the request does not represent a reasonable use that is otherwise prohibited by the ordinance.

4. The plight of the petitioner is due to circumstances unique to the property, not a consequence of the petition's own action or inaction; and

Applicants' response: The property's unique site conditions—including the shoreline location, wetlands, and easements—limit alternative placement of both the shed addition and the deck. These constraints create practical difficulties in meeting zoning requirements while still allowing safe and reasonable use of the property. The request is not the result of actions or inactions by the property owners.

There are no circumstances unique to the property that has created a hardship. The lot is a standard lakeshore parcel with adequate buildable area for compliant accessory structures outside the shore impact zone. The request results from the applicant's desire for additional space, which is a self-created condition, not a hardship.

5. The variance, if granted, will not alter the essential character of the locality.

Applicants' response: The requested variance will not change the essential character of the neighborhood. Nearby lakeshore properties commonly have decks and small water-oriented storage structures. The proposed improvements are modest in scale, consistent with surrounding properties, and will preserve the residential and recreational nature of the lakeshore.

Granting the variance would permit a structure nearly twice the size allowed within proximity to the lake, setting a precedent inconsistent with surrounding lakeshore development patterns. Approval would alter the essential character of the locality by introducing a more intensive level of lakeshore development than intended by ordinance.

Findings
Staff find that the requested variance does not meet the required criteria for approval. There is no demonstrated hardship or unique property condition that justifies exceeding the allowed size for a water-oriented structure. The property already benefits from a permitted structure that serves the intended purpose and expanding it would conflict with the intent of the ordinance to protect lakeshore character and water quality.

Financial Impact
None

Mission/Policy/Goal
Ethical, efficient, and responsible.

Attachments
1. Location Map
2. Staff Site Plan 11-25-25
3. Correspondence
4. Board of Adjustments Staff Report 10-28-2025

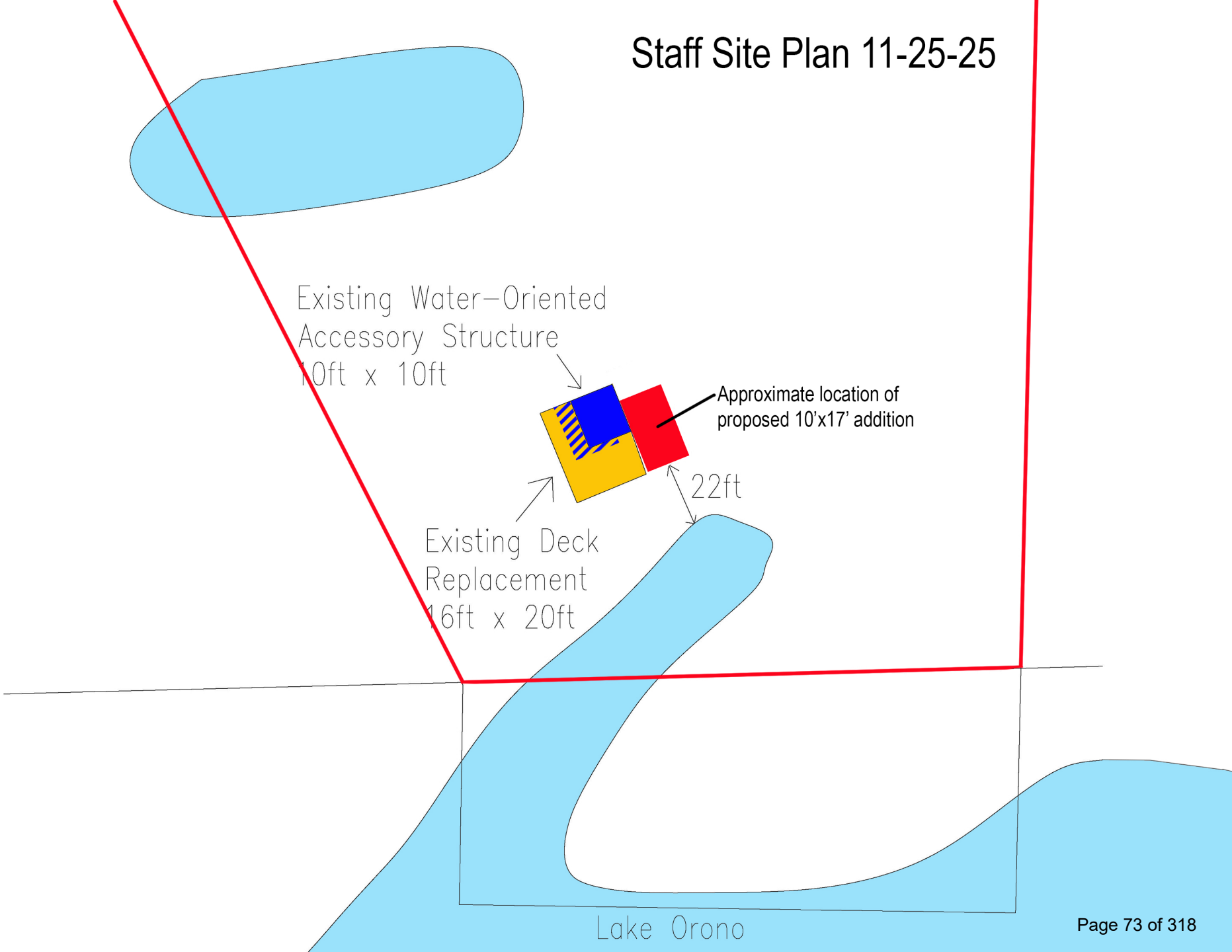
Project Location Map

Benjamin Poythress

Variance

Case No: V 25-18

Staff Site Plan 11-25-25



City of Elk River Definition - *Water-oriented accessory structure or facility means a small, aboveground building or other improvement, except stairways, fences, docks, and retaining walls, which, because of the relationship of its use to a surface water feature, reasonably needs to be located closer to public waters than the normal structure setback. Examples of such structures and facilities include boathouses, gazebos, screen houses, fish houses, pump houses, and detached decks.*

Staff's interpretation is the deck is detached from the house.

I. Purpose of This Submission

This memo is being submitted prior to the continued hearing scheduled for November 25, 2025 in order to:

1. Correct the square-footage calculation currently reflected in staff interpretation of the variance request;
2. Provide the legal basis for excluding the deck from the water-oriented structure square-foot limit under applicable ordinance and Minnesota law;
3. Request that staff update the staff report, or provide written clarification, prior to the continued hearing so that the Board is evaluating the correct variance scope; and
4. Preserve the public record, given the statutory limitations on variance denial and the appeal rights afforded under Minn. Stat. § 394.27.

This memo is not intended to replace oral testimony, but to ensure accuracy and transparency in advance of the continued public hearing.

II. Correction to Variance Square-Footage Calculation

The current staff position frames the request as 780 sq. ft. (100 existing + 360 proposed structure + 320 deck). (see city definition) That calculation is not supported by ordinance language and materially misstates the variance request.

Actual enclosed structure square footage:

- Existing enclosed storage structure – 100 sq. ft.
- Proposed enclosed storage expansion – 360 sq. ft.
- Total enclosed structure – 460 sq. ft. (regulated)

Deck square footage:

- Elevated replacement deck – 320 sq. ft. (not enclosed, not used for storage)
- Ground impact = 2.73 sq. ft. (13 posts)

Actual variance requested:
Allowed = 400 sq. ft.
Proposed = 460 sq. ft.
Variance requested = +60 sq. ft.

III. Applicable Law – Minn. Stat. § 394.27, Subd. 7 (Practical Difficulties Standard) This is citing the County statute for variances.

Minnesota law requires that variance decisions be based on the three-part "practical difficulties" test. The statute does not authorize denial based on an internal staff interpretation (see city definition) that expands the scope of the request beyond what is legally regulated.

The statutory test Minn. Stat. 462.357, subd. 6 requires:

1. A reasonable use of property not permitted by ordinance; *§ 462.357 states: the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.*
2. Circumstances unique to the parcel; § 462.357 states: *the plight of the landowner is due to circumstances unique to the property not created by the landowner.*

There are no circumstances unique to the property that created a hardship to allow for an increase of personal storage, regardless if it is 60 or 380 square feet over. The desire for additional storage is not a hardship but a plight the property owner created. The property is a standard lakeshore parcel with adequate buildable area for a code compliant water-oriented structure.

3. No alteration of essential character of locality. § 462.357 states*: the variance, if granted, will not alter the essential character of the locality.*

Additional information in § 462.357, Subd. 6

1. Is in harmony with the general purpose and intent of the ordinance, and
2. Is consistent with the city of Elk River comprehensive plan.

The intent is to provide storage (400 sq.ft.) near the water, and as also noted in the Planning Commission memo, to preserve the natural character of the shoreline, protect water quality, and maintain consistency among lakeshore properties.

This analysis applies only to the portion of the project actually regulated — the enclosed storage area. It does not permit a city to artificially inflate the size of a variance request by including elements that are not regulated by ordinance. Staff are classifying the deck as a water-oriented structure, as defined. Based on information staff have available, the deck under construction is within a large wetland complex that would not allow a traditional deck at all.

IV. DNR Shoreland Variance Guidance – Deck Classification

The Minnesota DNR Shoreland Management Variance Guidance (2021) distinguishes between enclosed or roofed accessory structures and open platforms, walkways, and decks. Only the former are counted toward structure square footage.

The deck portion of this project is an unenclosed elevated platform and therefore does not fall within the regulated definition. It is detached deck/water-oriented structure (see city

definition) and within a large wetland complex that would not allow a "traditional deck". A municipality can be more restrictive.

V. Comparison to Minnesota Municipal Practice

Multiple Minnesota cities with similar ordinance language interpret decks separately from water-oriented accessory structures:

• City of Orono – Water-oriented accessory structure defined as "a small storage structure used for recreational equipment." Decks regulated separately.

• City of Scandia – Decks permitted in shoreland district but excluded from 400 sq. ft. structure limit unless enclosed.

- City of Elk River - *Water-oriented accessory structure or facility means a small, aboveground building or other improvement, except stairways, fences, docks, and retaining walls, which, because of the relationship of its use to a surface water feature, reasonably needs to be located closer to public waters than the normal structure setback. Examples of such structures and facilities include boathouses, gazebos, screen houses, fish houses, pump houses, and detached decks.*

- Staff's interpretation is the deck is detached from the house.

VI. Deck Permitting Is Not Part of Variance Review

If the City determines that the deck requires a separate floodplain, shoreline, or building permit, that process will be completed. Decks require a Building Permit, the current water-oriented accessory structure is being built without a permit. However, Minnesota variance law does not allow denial based on a permitting process that occurs outside the variance standard.

Accordingly:

• The Board may approve or deny the variance now;

• Staff may still require deck permitting later; The city requires a permit for decks and water-oriented structures

• The two are legally separate actions. Based on the city definition, the enclosed structure and the deck are one unit and part of one action.

VII. Request for Staff Action Before November 25 Hearing

To prevent confusion at the hearing and ensure the Board is acting on a legally valid record, we respectfully request:

1. That the staff report be updated to reflect the correct variance request of 460 sq. ft., not 780 sq. ft.; OR

2. That written explanation be provided specifying the ordinance language that requires a deck to be included in water-oriented structure square footage. See water-oriented accessory structure or facility definition.

If staff maintains the position that the deck must be included, we respectfully request that

the justification be provided in writing so it can be reviewed by the Board, City Council (if appealed), or a reviewing court. See water-oriented accessory structure or facility definition.

VIII. Record Preservation

Because variance denials must be supported by legally valid findings, and because Minnesota courts routinely reverse denials based on misapplied standards, this memo is being entered into the record to preserve our right to appeal if necessary.

IX. Conclusion

We respectfully request that staff update the variance calculation before the November 25 hearing so that the Board votes on the actual variance being requested (+60 sq. ft. enclosed storage). We welcome further clarification or discussion prior to the hearing.

Sincerely,
Benjamin & Andrea Poythress
Applicants – Case V 25-18

Request for Action

To
Board of Adjustments

Item Number
5.2

Meeting Date
October 28, 2025

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Variance: Structure Size Variance, Benjamin Poythress - 13640 Island View Dr NW

Reviewed by
Zack Carlton

Action Requested
Deny, by motion, the variance proposal to exceed the permitted size of a water-oriented storage structure, as the following standards have not been met:

1. Allowing a structure nearly twice the size of what is permitted within the shore impact zone does not meet the general purpose and intent of the ordinance.
2. The property has a land use guidance for residential, and the proposed single-family residential use is consistent with the Comprehensive Plan.
3. The proposed use is not reasonable as the property already contains a permitted 100 SF. water-oriented structure that serves the intended purpose of storing lake-related equipment.
4. There are no circumstances unique to the property that create hardship. The request results from the applicant's desire for additional space, which is a self-created condition, not a property hardship.
5. Granting the variance would permit a structure nearly twice the size allowed within proximity to the lake that could alter the essential character.

Background/Discussion
The applicant is requesting a variance to exceed the allowed square footage (400 SF) for a water-oriented structure by adding a 12' x 30' addition to the existing 10' x 10' storage shed as well as constructing a new deck attached to the storage structure. The existing structure and the proposed additions are near the Ordinary High-Water Level (OHWL). The proposal proposes a total of 780 SF of water-oriented structures, exceeding the 400 SF permitted by ordinance.

- 100 SF. Existing Building (10' x1 0')
- 360 SF. Proposed Building (12' x 30')
- 320 SF. "Proposed" Deck (currently under construction)
- 780 SF. Total (400 allowed)

The applicant would like to replace an existing deteriorated deck with a larger, code-compliant structure of 320 SF, approximately 22 feet from the OHWL. The applicant has already begun construction of the

replacement deck but has since stopped.

Applicable Regulations

Variances may be granted when the petitioner establishes that the variance satisfies all five of the criteria described below. The variance is:

1. Is in harmony with the general purpose and intent of the ordinance, and

Applicants' response: This request is in harmony with the intent of the ordinance because it allows us to safely and responsibly improve existing lakeshore amenities without creating environmental impacts. The variance supports the continued use of a modest storage structure for water-oriented items (kayaks, oars, lifejackets, etc.) and the replacement of a deteriorating deck with a safe structure. Neither project contributes to erosion, runoff, or shoreline degradation.

The intent of the lakeshore setback and accessory structure standards are to preserve the natural character of the shoreline, protect water quality, and maintain consistency among lakeshore properties. Allowing a structure nearly twice the size of what is permitted within the shore impact zone would conflict with these goals. The variance is therefore not in harmony with the purpose and intent of the ordinance.

2. Is consistent with the City of Elk River comprehensive plan.

Applicants' response: The request is consistent with the City's Comprehensive Plan by preserving the residential and recreational character of the lakeshore. The addition to the small storage shed ensures adequate space for water-oriented equipment, while the rebuilt deck provides safe access and enjoyment of the property. Both improvements update pre-existing structures and are compatible with the development pattern of surrounding lakeshore homes.

While the property has a land use guidance of residential, and the proposed single-family residential use is consistent with the Comprehensive Plan, the plan also emphasizes protecting natural resources, especially along lakes and wetlands, by enforcing setbacks and size limitations for structures near the water. Expanding the existing water-oriented structure beyond ordinance limits is not consistent with these objectives.

Variances may be granted when the petitioner establishes that there are practical difficulties in complying with the zoning ordinance. Practical difficulties means that:

3. The petitioner proposes to use the property in a reasonable manner not permitted by the zoning ordinance;

Applicants' response: The proposed improvements are reasonable uses of a lakeshore property. Expanding the existing shed provides adequate space to safely store water-oriented equipment, preventing shoreline clutter. Replacing the deteriorating deck ensures safe enjoyment of the property while aligning with typical residential lakeshore uses.

The property already contains a permitted 100 sq.ft. water-oriented structure that serves the intended purpose of storing lake-related equipment. The applicant also has sufficient space elsewhere on the property to construct additional storage structures that meet ordinance requirements. The desire for additional convenience or larger storage capacity does not constitute a practical difficulty. Therefore, the request does not represent a reasonable use that is otherwise prohibited by the ordinance.

4. The plight of the petitioner is due to circumstances unique to the property, not a consequence of the petition's own action or inaction; and

Applicants' response: The property's unique site conditions—including the shoreline location, wetlands, and easements—limit alternative placement of both the shed addition and the deck. These constraints create practical difficulties in meeting zoning requirements while still allowing safe and reasonable use of the property. The request is not the result of actions or inactions by the property owners.

There are no circumstances unique to the property that has created a hardship. The lot is a standard lakeshore parcel with adequate buildable area for compliant accessory structures outside the shore impact zone. The request results from the applicant's desire for additional space, which is a self-created condition, not a hardship.

5. The variance, if granted, will not alter the essential character of the locality.

Applicants' response: The requested variance will not change the essential character of the neighborhood. Nearby lakeshore properties commonly have decks and small water-oriented storage structures. The proposed improvements are modest in scale, consistent with surrounding properties, and will preserve the residential and recreational nature of the lakeshore.

Granting the variance would permit a structure nearly twice the size allowed within proximity to the lake, setting a precedent inconsistent with surrounding lakeshore development patterns. Approval would alter the essential character of the locality by introducing a more intensive level of lakeshore development than intended by ordinance.

Findings
Staff find that the requested variance does not meet the required criteria for approval. There is no demonstrated hardship or unique property condition that justifies exceeding the allowed size for a water-oriented structure. The property already benefits from a permitted structure that serves the intended purpose and expanding it would conflict with the intent of the ordinance to protect lakeshore character and water quality.

Financial Impact
None

Mission/Policy/Goal
Ethical, efficient, and responsible.

Attachments
1. Location Map
2. Applicant's Narrative
3. Site Plan
4. Aerial View

Project Location Map

Benjamin Poythress

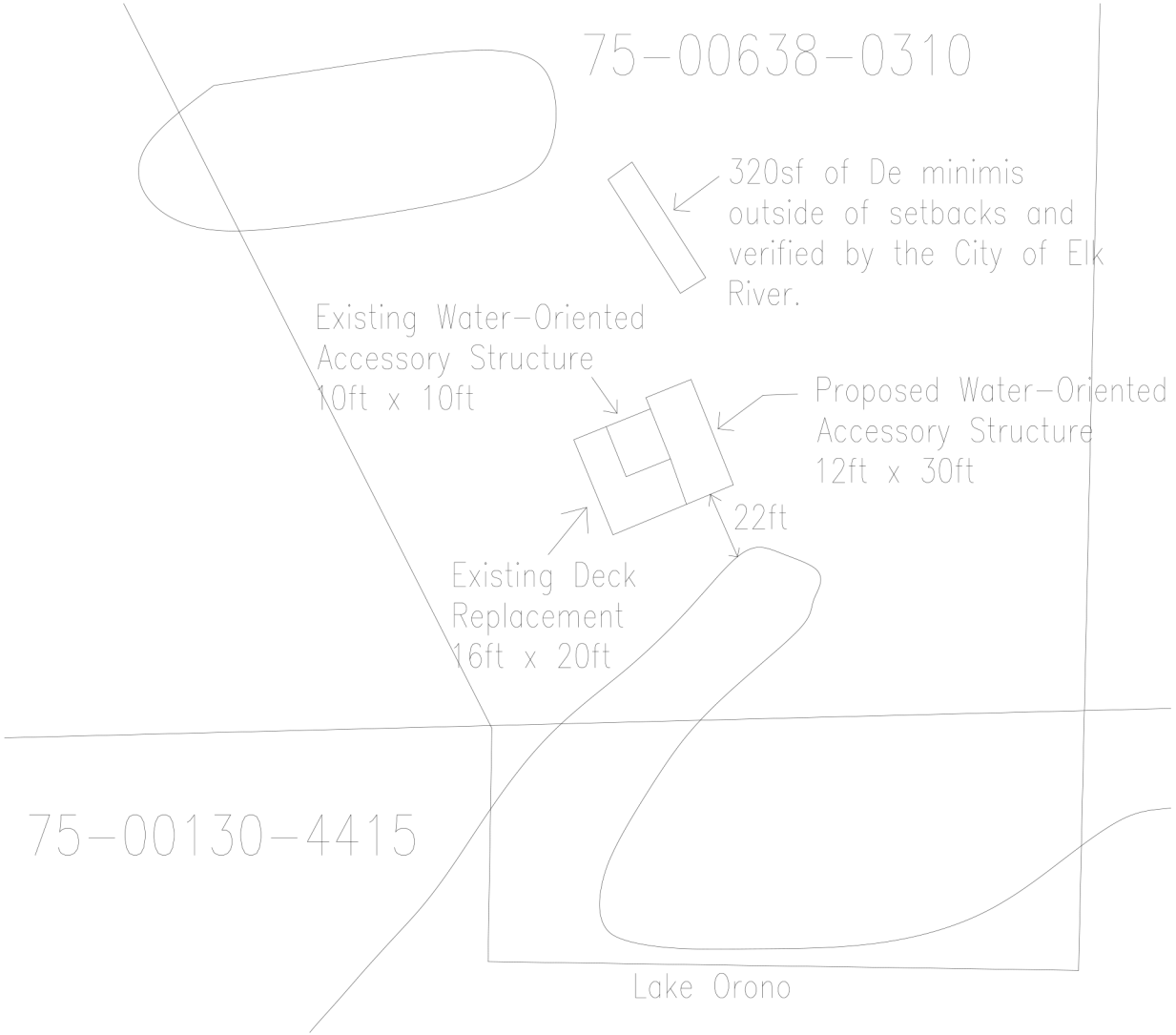
Variance

Case No: V 25-18

Legal Description of Property
ISLAND VIEW FIFTH ADDITION LOT 2, BLK 3
The narrative is your opportunity to describe, promote, and sell your proposal to the Board of Adjustment and City Council (if needed) and should explain your request in detail and how the five criteria are met in order to be granted a variance.
We are requesting a variance to add onto an existing 10’x10’ (100sf) storage shed used for water-oriented equipment such as kayaks, oars, and lifejackets, and to rebuild a deteriorating deck. We are proposing an additional 12'x30' addition to the existing storage shed which puts the total square feet at 460sf and is 60sf over the 400sf that is allowed. This addition is beyond the OHWL at 22' and does not encroach the 45' Wetland Setback. This addition also adheres to the City of Elk River's Zoning Setbacks for Accessory Structures and keeps the total square feet of attached/detached sf at 1,360 which below the 2,500sf that is allowed for our 2.53 acre property. Adding onto the existing structure also keeps us at only one accessory structure. The existing deck was not constructed to current codes and had become a safety concern due to its age and condition. The proposed replacement deck is larger than the previous one but is designed to be safe, code-compliant, and consistent with the character of surrounding lakeshore properties. The deck will also be beyond the OHWL setback at 22’ and will be 320sf when completed.
A variance may be granted by the board only if it finds that:

The variance is in harmony with the general purpose and intent of the ordinance	This request is in harmony with the intent of the ordinance because it allows us to safely and responsibly improve existing lakeshore amenities without creating environmental impacts. The variance supports the continued use of a modest storage structure for water-oriented items (kayaks, oars, lifejackets, etc.) and the replacement of a deteriorating deck with a safe structure. Neither project contributes to erosion, runoff, or shoreline degradation.
The variance is consistent with the City of Elk River Comprehensive Plan (discuss with city staff if needed)	The request is consistent with the City’s Comprehensive Plan by preserving the residential and recreational character of

	the lakeshore. The addition to the small storage shed ensures adequate space for water-oriented equipment, while the rebuilt deck provides safe access and enjoyment of the property. Both improvements update pre-existing structures and are compatible with the development pattern of surrounding lakeshore homes.
Variances may be granted when the petitioner establishes that there are practical difficulties in complying with the zoning ordinance. Practical difficulties means that:	
The petitioner proposes to use the property in a reasonable manner not permitted by the zoning ordinance	The proposed improvements are reasonable uses of a lakeshore property. Expanding the existing shed provides adequate space to safely store water-oriented equipment, preventing shoreline clutter. Replacing the deteriorating deck ensures safe enjoyment of the property while aligning with typical residential lakeshore uses.
The plight of the petitioner is due to circumstances unique to the property not a consequence of the petition's own action or inaction; and	The property's unique site conditions—including the shoreline location, wetlands, and easements—limit alternative placement of both the shed addition and the deck. These constraints create practical difficulties in meeting zoning requirements while still allowing safe and reasonable use of the property. The request is not the result of actions or inactions by the property owners.
The variance, if granted, will not alter the essential character of the locality	The requested variance will not change the essential character of the neighborhood. Nearby lakeshore properties commonly have decks and small water-oriented storage structures. The proposed improvements are modest in scale, consistent with surrounding properties, and will preserve the residential and recreational nature of the lakeshore.



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the Laws of the State of Minnesota.
ARCHITECT/SEAL

Signature: _____
Print Name: _____
Date _____ License No. _____

PROJECT TITLE

POYTHRESS RESIDENCE

13640 Island View Dr.
Elk River, MN 55330

ISSUE/REVISION DATE	DWG	Description

PROJECT NO.

PROJECT PHASE

DRAWN By: Drawn By CHECKED By: Checked By

13640 ISLAND
VIEW DR
NW

Meeting of the Board of Adjustments
Held at the Elk River City Hall
Tuesday, November 25, 2025

Members Present:	Chair Perry Beise, Commissioner Eric Johnson, Commissioner Dennis Booth, Commissioner James Zahler, Councilmember Jennifer Wagner
Members Absent:	Commissioner Robert Rydberg, Commissioner Anthony Kaba, Commissioner Dornan Bland
Staff Present:	Community Development Director Zack Carlton, Senior Planner Chris Leeseberg, and Recording Secretary Katie Porath

1. CALL MEETING TO ORDER
   Pursuant to due call and notice thereof, the meeting was called to order at 6:30 p.m.

2. PLEDGE OF ALLEGIANCE
   The Pledge of Allegiance was recited.

3. CONSIDER AGENDA
   Moved by Commissioner Johnson and seconded by Commissioner Booth to approve the agenda. Motion carried 4-0.

4. CONSIDER MINUTES
   Moved by Commissioner Johnson and seconded by Commissioner Booth to approve the following consent items as outlined in their respective staff reports. Motion carried 4-0.

   4.1 DRAFT Minutes - October 28, 2025

5. PUBLIC HEARINGS

   5.1 Variance: Structure Size Variance, Benjamin Poythress - 13640 Island View Dr NW

   Mr. Leeseberg presented the staff report.

   The public hearing is open from the October 28, 2025 Board of Adjustments meeting.

   Andrea Poythress, 13640 Island View Dr NW, presented their revised plan which reduced the size requested to 590 square feet from the original 780 square feet. She stated that neighbors had submitted letters of support which were distributed to the Commission for their reference.

   Chair Beise closed the public hearing.

Chair Beise felt that 590 square feet was too much over the allowed 400 square feet. Commissioner Booth agreed. Commissioner Johnson added that the request does not seem to meet the five criteria for granting a Variance. He may be in favor of granting a Variance for 420 square feet, the size of the existing site.

Moved by Commissioner Booth to deny the Variance proposal to exceed the permitted size of a water-oriented storage structure, as the following standards have not been met:

1. **Allowing a structure nearly twice the size of what is permitted within the shore impact zone does not meet the general purpose and intent of the ordinance.**
2. **The property has a land use guidance for residential, and the proposed single-family residential use is consistent with the Comprehensive Plan.**
3. **The proposed use is not reasonable as the property already contains a permitted 100 SF. water-oriented structure that serves the intended purpose of storing lake-related equipment.**
4. **There are no circumstances unique to the property that create hardship. The request results from the applicant's desire for additional space, which is a self-created condition, not a property hardship.**
5. **Granting the variance would permit a structure nearly twice the size allowed within proximity to the lake that could alter the essential character.**

Chair Beise asked if the Commission would like to approve a Variance for 420 square feet. Mr. Carlton stated, if the Commission wished to approve that size they could amend their motion.

Moved by Commissioner Booth and seconded by Commissioner Johnson to amend the Variance proposal to exceed the permitted size of a water-oriented storage structure by 20 square feet for a total size of 420 square feet. Motion carried 4-0.

Mr. Carlton stated that the applicant can appeal the Board of Adjustment decision in writing by December 5, 2025. If the applicant appeals the decision the item will go to the December 15, 2025 City Council meeting for review.

5.2 Variance: Parking and Wetland Setbacks in Support of an Apartment Building, Pat Briggs - 17379 Twin Lakes Rd NW

Mr. Carlton presented the staff report.

Chair Beise asked when the 24 month timeline for a proof of parking plan would begin. Mr. Carlton stated it would begin when the certificate of occupancy was issued.

Commissioner Zahler asked about proof of parking for other similar sites. Mr. Carlton stated that Elk River Lodge has had a proof of parking plan in place since 2017 and Clear Sky since 2023. Commissioner Zahler asked if any of these sites has had to implement their plan. Mr. Carlton stated that had not yet occured. Mr. Carlton added that the city may look to rewrite the ordinance that pertains to parking.

Chair Beise opened the public hearing.

Morgan and Matthew Lerfald, **17395 Twin Lakes Rd**, stated their concerns with the proposed project including zoning in the area, issues with neighboring properties, traffic concerns, snow removal, encroachment into the wetlands, and property values.

Ms. Lerfald asked the Commission to conduct a comprehensive traffic study from Highway 10 to 181st Ave NW before a parking variance would be granted.

Mr. Lerfald asked the Commission to table the discussion and look at the zoning of the area.

Chair Beise closed the public hearing.

Commissioner Johnson stated he does not see the plight of the petitioner and cannot see approving either variance. The applicant is able to work within the confines of the property. He would not recommend any parking under 2 1/2 per unit.

Commissioner Booth asked if the decision on the application could be postponed while the Commission looks at zoning of the site. Mr. Carlton stated that the Commission has to act on the active application during a certain timeline under the current zone use.

Commissioner Booth agreed that there was plenty of room on the site to meet the parking and wetland setbacks or the apartment size could be reduced.

Moved by Commissioner Johnson and seconded by Commissioner Booth to deny the Variance request due to the request not meeting the five criteria, specifically criteria number four.
Motion carried 4-0.

Mr. Carlton stated that the item will go to the December 15, 2025, City Council meeting for review.

6. MOTION TO ADJOURN REGULAR MEETING

Moved by Commissioner Johnson and seconded by Commissioner Booth to adjourn the meeting. Motion carried 4-0.

The meeting adjourned at 7:08 p.m.

Minutes prepared by Katie Porath.

_____
Perry Beise, Chair

_____
Tina Allard, City Clerk

Request for Action

To
Board of Adjustments

Item Number
7.2

Meeting Date
December 15, 2025

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Variance: Water Oriented Structure Size, Benjamin Poythress - 13640 Island View Dr NW

Reviewed by
Zack Carlton
Cal Portner
Tina Allard

Action Requested
Direct staff to draft a resolution making Findings of Fact, denying the variance to exceed the permitted size of a water-oriented storage structure, as the standards for approval, as noted below, are not met. The City Council will consider the resolution on January 20, 2026.

1. Allowing a structure nearly one and a half times the size of what is permitted within the shore impact zone does not meet the general purpose and intent of the ordinance.
2. The property has land use guidance for residential, and the proposed single-family residential use is consistent with the Comprehensive Plan.
3. The proposed use is not reasonable as the property already contains a permitted 100 sf water-oriented structure that serves the intended purpose of storing lake-related equipment.
4. There are no circumstances unique to the property that create hardship. The request results from the applicant's desire for additional space, which is a self-created condition, not a property hardship.
5. Granting the variance would permit a structure nearly twice the size allowed within proximity to the lake that could alter the essential character.

Background/Discussion
The applicant is requesting approval to exceed the limit of 400 sf for a water-oriented structure by proposing a combination of deck and structure improvements for a total of 590 sf. Throughout the review process, the applicant has questioned the staff's interpretation of what constitutes a Water-Oriented Structure, asserting that the deck component should not be included because it is not used for storage. Staff consulted with legal counsel, who confirmed that the deck is, by definition, a Water-Oriented Structure. These structures are not limited to storage and, per city code, include boathouses, gazebos, screen houses, fish houses, and decks.

Public Hearing
The Board of Adjustments (BOA) reviewed the application at its November 25, 2025, Regular Meeting. There was discussion regarding the proposed location of the Water-Oriented Structure and the limited visibility from the lake. Staff informed the Board that there are no concerns with the location and reiterated that the variance request relates solely to the structure's size.

During the public hearing, the applicant presented a revised plan reducing the requested size from the original 780 sf to 590 sf. The applicant also indicated that neighboring property owners had submitted letters of support, which were provided to the Commission for consideration.

The BOA, after reviewing the new plans, did not feel that the proposal met the ordinance standards for approval of a variance. They felt that a small encroachment, consistent with what was currently under construction, met the ordinance standards and approved a variance for 20 sf above the ordinance limit.

The city code provides an appeal process, and the applicant has exercised that option to request City Council review of their updated request for a 590 sf structure (190 sf variance).

Staff's concern has been, and continues to be, that there are no plight/circumstances unique to the property that created a hardship to allow for an increase in personal storage. The desire for additional storage is not a hardship but a plight the property owner created.

Applicable Regulations

Variances may be granted when the petitioner establishes that the variance satisfies all five of the criteria described below. The variance is:

1. Is in harmony with the general purpose and intent of the ordinance, and

Applicants' response: This request is in harmony with the intent of the ordinance because it allows us to safely and responsibly improve existing lakeshore amenities without creating environmental impacts. The variance supports the continued use of a modest storage structure for water-oriented items (kayaks, oars, lifejackets, etc.) and the replacement of a deteriorating deck with a safe structure. Neither project contributes to erosion, runoff, or shoreline degradation.

The intent of the lakeshore setback and accessory structure standards is to provide some unique storage (400 sf. max) opportunities because of the relationship to a water feature and to preserve the natural character of the shoreline, protect water quality, and maintain consistency among lakeshore properties. Allowing a structure larger than what is permitted within the shore impact zone would conflict with these goals. The variance is therefore not in harmony with the purpose and intent of the ordinance.

2. Is consistent with the City of Elk River's comprehensive plan.

Applicants' response: The request is consistent with the City's Comprehensive Plan by preserving the residential and recreational character of the lakeshore. The addition to the small storage shed ensures adequate space for water-oriented equipment, while the rebuilt deck provides safe access and enjoyment of the property. Both improvements update pre-existing structures and are compatible with the development pattern of surrounding lakeshore homes.

While the property has a land use guidance for residential, and the proposed single-family residential use is consistent with the Comprehensive Plan, the plan also emphasizes protecting natural resources, especially along lakes and wetlands, by enforcing setbacks and size limitations for structures near the water. Expanding the existing water-oriented structure beyond ordinance limits is not consistent with these objectives.

Variances may be granted when the petitioner establishes that there are practical difficulties in complying with the zoning ordinance. Practical difficulties means that:

3. The petitioner proposes to use the property in a reasonable manner not permitted by the zoning ordinance;

Applicants' response: The proposed improvements are reasonable uses of a lakeshore property. Expanding the existing shed provides adequate space to safely store water-oriented equipment, preventing shoreline clutter. Replacing the deteriorating deck ensures safe enjoyment of the property while aligning with typical residential lakeshore uses.

The property already contains a permitted 100 sf water-oriented structure that serves the intended purpose of storing lake-related equipment. The applicant also has sufficient space elsewhere on the property to construct additional storage structures that meet ordinance requirements. The desire for additional convenience or larger storage capacity does not constitute a practical difficulty. Therefore, the request does not represent a reasonable use that is otherwise prohibited by the ordinance.

4. The plight of the petitioner is due to circumstances unique to the property, not a consequence of the petition's own action or inaction; and

Applicants' response: The property's unique site conditions—including the shoreline location, wetlands, and easements—limit alternative placement of both the shed addition and the deck. These constraints create practical difficulties in meeting zoning requirements while still allowing safe and reasonable use of the property. The request is not the result of actions or inactions by the property owners.

There are no circumstances unique to the property that have created a hardship. The lot is a standard lakeshore parcel with adequate buildable area for compliant accessory structures outside the shore impact zone. The request results from the applicant's desire for additional space, which is a self-created condition, not a hardship.

5. The variance, if granted, will not alter the essential character of the locality.

Applicants' response: The requested variance will not change the essential character of the neighborhood. Nearby lakeshore properties commonly have decks and small water-oriented storage structures. The proposed improvements are modest in scale, consistent with surrounding properties, and will preserve the residential and recreational nature of the lakeshore.

Granting the variance would permit a structure over one and a half times the size allowed within proximity to the lake, setting a precedent inconsistent with surrounding lakeshore development patterns. Approval would alter the essential character of the locality by introducing a more intensive level of lakeshore development than intended by ordinance.

Findings

Staff find that the requested variance does not meet the required criteria for approval. There is no demonstrated hardship or unique property condition that justifies exceeding the allowed size for a water-oriented structure. The property already benefits from a permitted structure that serves the intended purpose, and expanding it would conflict with the intent of the ordinance to protect lakeshore character and water qua

Financial Impact

None

Mission/Policy/Goal
Ethical, efficient, and responsible.

Attachments
1. Board of Adjustments Staff Reports 11-25-2025 & 10-28-2025
2. Handout 10-28-2025
3. Letters of Support

Request for Action

To
Board of Adjustments

Item Number
5.1

Meeting Date
November 25, 2025

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Variance: Structure Size Variance, Benjamin Poythress - 13640 Island View Dr NW

Reviewed by
Zack Carlton

Action Requested
Deny, by motion, the variance proposal to exceed the permitted size of a water-oriented storage structure, as the following standards have not been met:

1. Allowing a structure nearly twice the size of what is permitted within the shore impact zone does not meet the general purpose and intent of the ordinance.
2. The property has a land use guidance for residential, and the proposed single-family residential use is consistent with the Comprehensive Plan.
3. The proposed use is not reasonable as the property already contains a permitted 100 SF. water-oriented structure that serves the intended purpose of storing lake-related equipment.
4. There are no circumstances unique to the property that create hardship. The request results from the applicant's desire for additional space, which is a self-created condition, not a property hardship.
5. Granting the variance would permit a structure nearly twice the size allowed within proximity to the lake that could alter the essential character.

Background/Discussion
The Board of Adjustments initially reviewed this request on October 28, 2025, and after hearing comments and concerns from the Board, the applicant requested to postpone action until the November 25, 2025, meeting to provide additional time to explore alternative solutions/designs. Prior to providing any alternative, the applicant requested an explanation be provided specifying the ordinance language that requires a deck to be included in water-oriented structure square footage, as well as additional information. That correspondence is included as an attachment. They have reduced the size of the deviation, and are now requesting a 10-foot x 17-foot building addition. An outline of the proposed square footage is as follows:

- 100 SF. Existing Building (10' x1 0')
- 320 SF. "Proposed" Deck (currently under construction)
- **420 SF. Existing Water-Oriented Structure** (400 allowed)
- 170 SF. Proposed Building (10' x 17')
- **590 SF. Total Existing and Proposed**

While the existing conditions exceed the maximum allowed square footage by 20 SF, a viable alternative, which the Board suggested at the October meeting, is utilizing space under the deck for storage, which may satisfy the applicants' desire for additional storage.

Staff's concern has been, and continues to be, that there is no plight/circumstances unique to the property that created a hardship to allow for an increase in personal storage. The desire for additional storage is not a hardship but a plight the property owner created.

Applicable Regulations

Variances may be granted when the petitioner establishes that the variance satisfies all five of the criteria described below. The variance is:

1. Is in harmony with the general purpose and intent of the ordinance, and

Applicants' response: This request is in harmony with the intent of the ordinance because it allows us to safely and responsibly improve existing lakeshore amenities without creating environmental impacts. The variance supports the continued use of a modest storage structure for water-oriented items (kayaks, oars, lifejackets, etc.) and the replacement of a deteriorating deck with a safe structure. Neither project contributes to erosion, runoff, or shoreline degradation.

The intent of the lakeshore setback and accessory structure standards is to provide some unique storage (400 sq.ft. max) opportunities because of the relationship to a water feature and to preserve the natural character of the shoreline, protect water quality, and maintain consistency among lakeshore properties. Allowing a structure larger than what is permitted within the shore impact zone would conflict with these goals. The variance is therefore not in harmony with the purpose and intent of the ordinance.

2. Is consistent with the City of Elk River comprehensive plan.

Applicants' response: The request is consistent with the City's Comprehensive Plan by preserving the residential and recreational character of the lakeshore. The addition to the small storage shed ensures adequate space for water-oriented equipment, while the rebuilt deck provides safe access and enjoyment of the property. Both improvements update pre-existing structures and are compatible with the development pattern of surrounding lakeshore homes.

While the property has a land use guidance for residential, and the proposed single-family residential use is consistent with the Comprehensive Plan, the plan also emphasizes protecting natural resources, especially along lakes and wetlands, by enforcing setbacks and size limitations for structures near the water. Expanding the existing water-oriented structure beyond ordinance limits is not consistent with these objectives.

Variances may be granted when the petitioner establishes that there are practical difficulties in complying with the zoning ordinance. Practical difficulties means that:

3. The petitioner proposes to use the property in a reasonable manner not permitted by the zoning ordinance;

Applicants' response: The proposed improvements are reasonable uses of a lakeshore property. Expanding the existing shed provides adequate space to safely store water-oriented equipment, preventing shoreline clutter. Replacing the deteriorating deck ensures safe enjoyment of the property while aligning with typical residential lakeshore uses.

The property already contains a permitted 100 sq.ft. water-oriented structure that serves the intended purpose of storing lake-related equipment. The applicant also has sufficient space elsewhere on the property to construct additional storage structures that meet ordinance requirements. The desire for additional

convenience or larger storage capacity does not constitute a practical difficulty. Therefore, the request does not represent a reasonable use that is otherwise prohibited by the ordinance.

4. The plight of the petitioner is due to circumstances unique to the property, not a consequence of the petition's own action or inaction; and

Applicants' response: The property's unique site conditions—including the shoreline location, wetlands, and easements—limit alternative placement of both the shed addition and the deck. These constraints create practical difficulties in meeting zoning requirements while still allowing safe and reasonable use of the property. The request is not the result of actions or inactions by the property owners.

There are no circumstances unique to the property that has created a hardship. The lot is a standard lakeshore parcel with adequate buildable area for compliant accessory structures outside the shore impact zone. The request results from the applicant's desire for additional space, which is a self-created condition, not a hardship.

5. The variance, if granted, will not alter the essential character of the locality.

Applicants' response: The requested variance will not change the essential character of the neighborhood. Nearby lakeshore properties commonly have decks and small water-oriented storage structures. The proposed improvements are modest in scale, consistent with surrounding properties, and will preserve the residential and recreational nature of the lakeshore.

Granting the variance would permit a structure nearly twice the size allowed within proximity to the lake, setting a precedent inconsistent with surrounding lakeshore development patterns. Approval would alter the essential character of the locality by introducing a more intensive level of lakeshore development than intended by ordinance.

Findings
Staff find that the requested variance does not meet the required criteria for approval. There is no demonstrated hardship or unique property condition that justifies exceeding the allowed size for a water-oriented structure. The property already benefits from a permitted structure that serves the intended purpose and expanding it would conflict with the intent of the ordinance to protect lakeshore character and water quality.

Financial Impact
None

Mission/Policy/Goal
Ethical, efficient, and responsible.

Attachments
1. Location Map
2. Staff Site Plan 11-25-25
3. Correspondence
4. Board of Adjustments Staff Report 10-28-2025

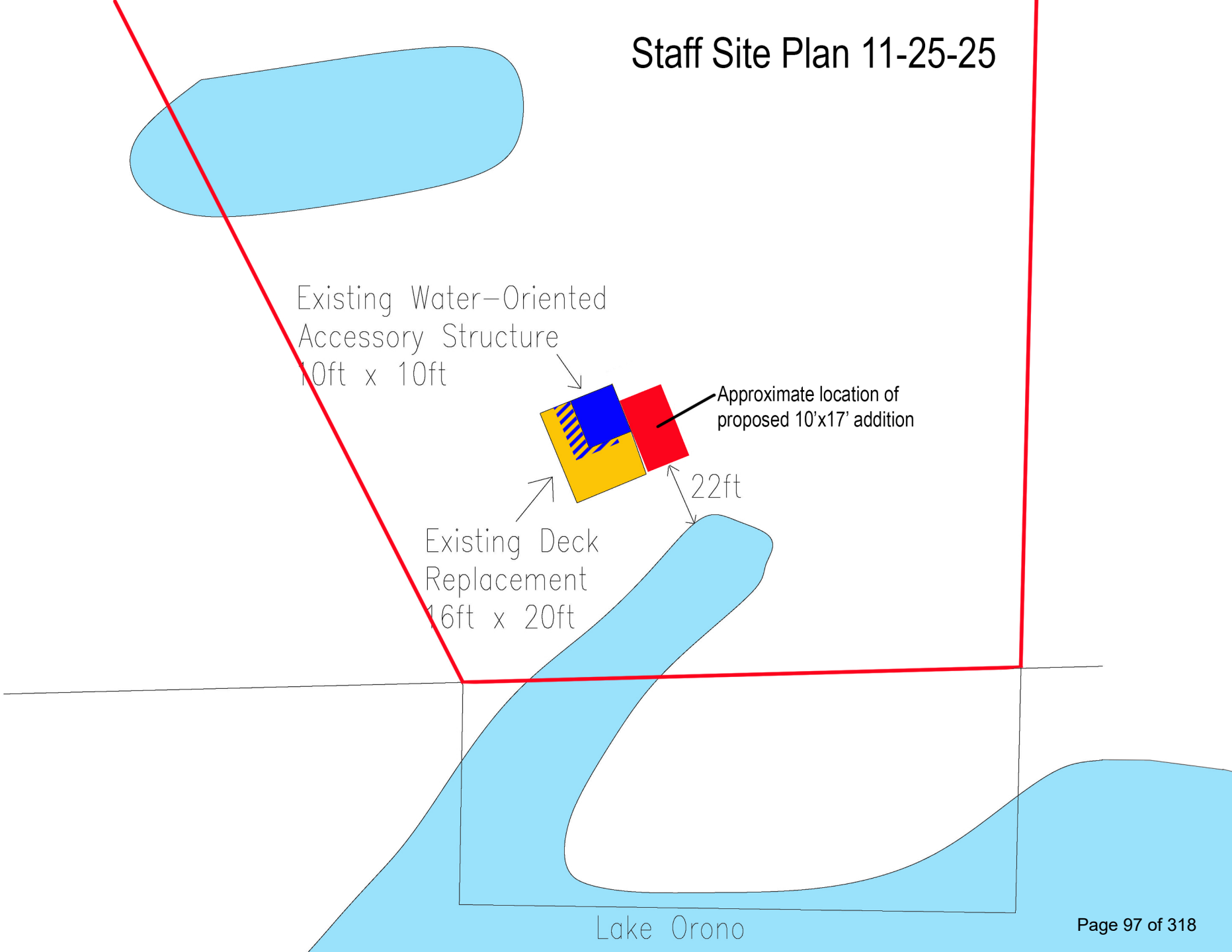
Project Location Map

Benjamin Poythress

Variance

Case No: V 25-18

Staff Site Plan 11-25-25



City of Elk River Definition - *Water-oriented accessory structure or facility means a small, aboveground building or other improvement, except stairways, fences, docks, and retaining walls, which, because of the relationship of its use to a surface water feature, reasonably needs to be located closer to public waters than the normal structure setback. Examples of such structures and facilities include boathouses, gazebos, screen houses, fish houses, pump houses, and detached decks.*

Staff's interpretation is the deck is detached from the house.

I. Purpose of This Submission

This memo is being submitted prior to the continued hearing scheduled for November 25, 2025 in order to:

1. Correct the square-footage calculation currently reflected in staff interpretation of the variance request;
2. Provide the legal basis for excluding the deck from the water-oriented structure square-foot limit under applicable ordinance and Minnesota law;
3. Request that staff update the staff report, or provide written clarification, prior to the continued hearing so that the Board is evaluating the correct variance scope; and
4. Preserve the public record, given the statutory limitations on variance denial and the appeal rights afforded under Minn. Stat. § 394.27.

This memo is not intended to replace oral testimony, but to ensure accuracy and transparency in advance of the continued public hearing.

II. Correction to Variance Square-Footage Calculation

The current staff position frames the request as 780 sq. ft. (100 existing + 360 proposed structure + 320 deck). (see city definition) That calculation is not supported by ordinance language and materially misstates the variance request.

Actual enclosed structure square footage:

- Existing enclosed storage structure – 100 sq. ft.
- Proposed enclosed storage expansion – 360 sq. ft.
- Total enclosed structure – 460 sq. ft. (regulated)

Deck square footage:

- Elevated replacement deck – 320 sq. ft. (not enclosed, not used for storage)
- Ground impact = 2.73 sq. ft. (13 posts)

Actual variance requested:
Allowed = 400 sq. ft.
Proposed = 460 sq. ft.
Variance requested = +60 sq. ft.

III. Applicable Law – Minn. Stat. § 394.27, Subd. 7 (Practical Difficulties Standard) This is citing the County statute for variances.

Minnesota law requires that variance decisions be based on the three-part "practical difficulties" test. The statute does not authorize denial based on an internal staff interpretation (see city definition) that expands the scope of the request beyond what is legally regulated.

The statutory test Minn. Stat. 462.357, subd. 6 requires:

1. A reasonable use of property not permitted by ordinance; *§ 462.357 states: the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.*
2. Circumstances unique to the parcel; § 462.357 states: *the plight of the landowner is due to circumstances unique to the property not created by the landowner.*

There are no circumstances unique to the property that created a hardship to allow for an increase of personal storage, regardless if it is 60 or 380 square feet over. The desire for additional storage is not a hardship but a plight the property owner created. The property is a standard lakeshore parcel with adequate buildable area for a code compliant water-oriented structure.

3. No alteration of essential character of locality. § 462.357 states*: the variance, if granted, will not alter the essential character of the locality.*

Additional information in § 462.357, Subd. 6

1. Is in harmony with the general purpose and intent of the ordinance, and
2. Is consistent with the city of Elk River comprehensive plan.

The intent is to provide storage (400 sq.ft.) near the water, and as also noted in the Planning Commission memo, to preserve the natural character of the shoreline, protect water quality, and maintain consistency among lakeshore properties.

This analysis applies only to the portion of the project actually regulated — the enclosed storage area. It does not permit a city to artificially inflate the size of a variance request by including elements that are not regulated by ordinance. Staff are classifying the deck as a water-oriented structure, as defined. Based on information staff have available, the deck under construction is within a large wetland complex that would not allow a traditional deck at all.

IV. DNR Shoreland Variance Guidance – Deck Classification

The Minnesota DNR Shoreland Management Variance Guidance (2021) distinguishes between enclosed or roofed accessory structures and open platforms, walkways, and decks. Only the former are counted toward structure square footage.

The deck portion of this project is an unenclosed elevated platform and therefore does not fall within the regulated definition. It is detached deck/water-oriented structure (see city

definition) and within a large wetland complex that would not allow a "traditional deck". A municipality can be more restrictive.

V. Comparison to Minnesota Municipal Practice

Multiple Minnesota cities with similar ordinance language interpret decks separately from water-oriented accessory structures:

• City of Orono – Water-oriented accessory structure defined as "a small storage structure used for recreational equipment." Decks regulated separately.

• City of Scandia – Decks permitted in shoreland district but excluded from 400 sq. ft. structure limit unless enclosed.

- City of Elk River - *Water-oriented accessory structure or facility means a small, aboveground building or other improvement, except stairways, fences, docks, and retaining walls, which, because of the relationship of its use to a surface water feature, reasonably needs to be located closer to public waters than the normal structure setback. Examples of such structures and facilities include boathouses, gazebos, screen houses, fish houses, pump houses, and detached decks.*

- Staff's interpretation is the deck is detached from the house.

VI. Deck Permitting Is Not Part of Variance Review

If the City determines that the deck requires a separate floodplain, shoreline, or building permit, that process will be completed. Decks require a Building Permit, the current water-oriented accessory structure is being built without a permit. However, Minnesota variance law does not allow denial based on a permitting process that occurs outside the variance standard.

Accordingly:

• The Board may approve or deny the variance now;

• Staff may still require deck permitting later; The city requires a permit for decks and water-oriented structures

• The two are legally separate actions. Based on the city definition, the enclosed structure and the deck are one unit and part of one action.

VII. Request for Staff Action Before November 25 Hearing

To prevent confusion at the hearing and ensure the Board is acting on a legally valid record, we respectfully request:

1. That the staff report be updated to reflect the correct variance request of 460 sq. ft., not 780 sq. ft.; OR

2. That written explanation be provided specifying the ordinance language that requires a deck to be included in water-oriented structure square footage. See water-oriented accessory structure or facility definition.

If staff maintains the position that the deck must be included, we respectfully request that

the justification be provided in writing so it can be reviewed by the Board, City Council (if appealed), or a reviewing court. See water-oriented accessory structure or facility definition.

VIII. Record Preservation

Because variance denials must be supported by legally valid findings, and because Minnesota courts routinely reverse denials based on misapplied standards, this memo is being entered into the record to preserve our right to appeal if necessary.

IX. Conclusion

We respectfully request that staff update the variance calculation before the November 25 hearing so that the Board votes on the actual variance being requested (+60 sq. ft. enclosed storage). We welcome further clarification or discussion prior to the hearing.

Sincerely,
Benjamin & Andrea Poythress
Applicants – Case V 25-18

Request for Action

To
Board of Adjustments

Item Number
5.2

Meeting Date
October 28, 2025

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Variance: Structure Size Variance, Benjamin Poythress - 13640 Island View Dr NW

Reviewed by
Zack Carlton

Action Requested
Deny, by motion, the variance proposal to exceed the permitted size of a water-oriented storage structure, as the following standards have not been met:

1. Allowing a structure nearly twice the size of what is permitted within the shore impact zone does not meet the general purpose and intent of the ordinance.
2. The property has a land use guidance for residential, and the proposed single-family residential use is consistent with the Comprehensive Plan.
3. The proposed use is not reasonable as the property already contains a permitted 100 SF. water-oriented structure that serves the intended purpose of storing lake-related equipment.
4. There are no circumstances unique to the property that create hardship. The request results from the applicant's desire for additional space, which is a self-created condition, not a property hardship.
5. Granting the variance would permit a structure nearly twice the size allowed within proximity to the lake that could alter the essential character.

Background/Discussion
The applicant is requesting a variance to exceed the allowed square footage (400 SF) for a water-oriented structure by adding a 12' x 30' addition to the existing 10' x 10' storage shed as well as constructing a new deck attached to the storage structure. The existing structure and the proposed additions are near the Ordinary High-Water Level (OHWL). The proposal proposes a total of 780 SF of water-oriented structures, exceeding the 400 SF permitted by ordinance.

- 100 SF. Existing Building (10' x1 0')
- 360 SF. Proposed Building (12' x 30')
- 320 SF. "Proposed" Deck (currently under construction)
- 780 SF. Total (400 allowed)

The applicant would like to replace an existing deteriorated deck with a larger, code-compliant structure of 320 SF, approximately 22 feet from the OHWL. The applicant has already begun construction of the

replacement deck but has since stopped.

Applicable Regulations

Variances may be granted when the petitioner establishes that the variance satisfies all five of the criteria described below. The variance is:

1. Is in harmony with the general purpose and intent of the ordinance, and

Applicants' response: This request is in harmony with the intent of the ordinance because it allows us to safely and responsibly improve existing lakeshore amenities without creating environmental impacts. The variance supports the continued use of a modest storage structure for water-oriented items (kayaks, oars, lifejackets, etc.) and the replacement of a deteriorating deck with a safe structure. Neither project contributes to erosion, runoff, or shoreline degradation.

The intent of the lakeshore setback and accessory structure standards are to preserve the natural character of the shoreline, protect water quality, and maintain consistency among lakeshore properties. Allowing a structure nearly twice the size of what is permitted within the shore impact zone would conflict with these goals. The variance is therefore not in harmony with the purpose and intent of the ordinance.

2. Is consistent with the City of Elk River comprehensive plan.

Applicants' response: The request is consistent with the City's Comprehensive Plan by preserving the residential and recreational character of the lakeshore. The addition to the small storage shed ensures adequate space for water-oriented equipment, while the rebuilt deck provides safe access and enjoyment of the property. Both improvements update pre-existing structures and are compatible with the development pattern of surrounding lakeshore homes.

While the property has a land use guidance of residential, and the proposed single-family residential use is consistent with the Comprehensive Plan, the plan also emphasizes protecting natural resources, especially along lakes and wetlands, by enforcing setbacks and size limitations for structures near the water. Expanding the existing water-oriented structure beyond ordinance limits is not consistent with these objectives.

Variances may be granted when the petitioner establishes that there are practical difficulties in complying with the zoning ordinance. Practical difficulties means that:

3. The petitioner proposes to use the property in a reasonable manner not permitted by the zoning ordinance;

Applicants' response: The proposed improvements are reasonable uses of a lakeshore property. Expanding the existing shed provides adequate space to safely store water-oriented equipment, preventing shoreline clutter. Replacing the deteriorating deck ensures safe enjoyment of the property while aligning with typical residential lakeshore uses.

The property already contains a permitted 100 sq.ft. water-oriented structure that serves the intended purpose of storing lake-related equipment. The applicant also has sufficient space elsewhere on the property to construct additional storage structures that meet ordinance requirements. The desire for additional convenience or larger storage capacity does not constitute a practical difficulty. Therefore, the request does not represent a reasonable use that is otherwise prohibited by the ordinance.

4. The plight of the petitioner is due to circumstances unique to the property, not a consequence of the petition's own action or inaction; and

Applicants' response: The property's unique site conditions—including the shoreline location, wetlands, and easements—limit alternative placement of both the shed addition and the deck. These constraints create practical difficulties in meeting zoning requirements while still allowing safe and reasonable use of the property. The request is not the result of actions or inactions by the property owners.

There are no circumstances unique to the property that has created a hardship. The lot is a standard lakeshore parcel with adequate buildable area for compliant accessory structures outside the shore impact zone. The request results from the applicant's desire for additional space, which is a self-created condition, not a hardship.

5. The variance, if granted, will not alter the essential character of the locality.

Applicants' response: The requested variance will not change the essential character of the neighborhood. Nearby lakeshore properties commonly have decks and small water-oriented storage structures. The proposed improvements are modest in scale, consistent with surrounding properties, and will preserve the residential and recreational nature of the lakeshore.

Granting the variance would permit a structure nearly twice the size allowed within proximity to the lake, setting a precedent inconsistent with surrounding lakeshore development patterns. Approval would alter the essential character of the locality by introducing a more intensive level of lakeshore development than intended by ordinance.

Findings
Staff find that the requested variance does not meet the required criteria for approval. There is no demonstrated hardship or unique property condition that justifies exceeding the allowed size for a water-oriented structure. The property already benefits from a permitted structure that serves the intended purpose and expanding it would conflict with the intent of the ordinance to protect lakeshore character and water quality.

Financial Impact
None

Mission/Policy/Goal
Ethical, efficient, and responsible.

Attachments
1. Location Map
2. Applicant's Narrative
3. Site Plan
4. Aerial View

Project Location Map

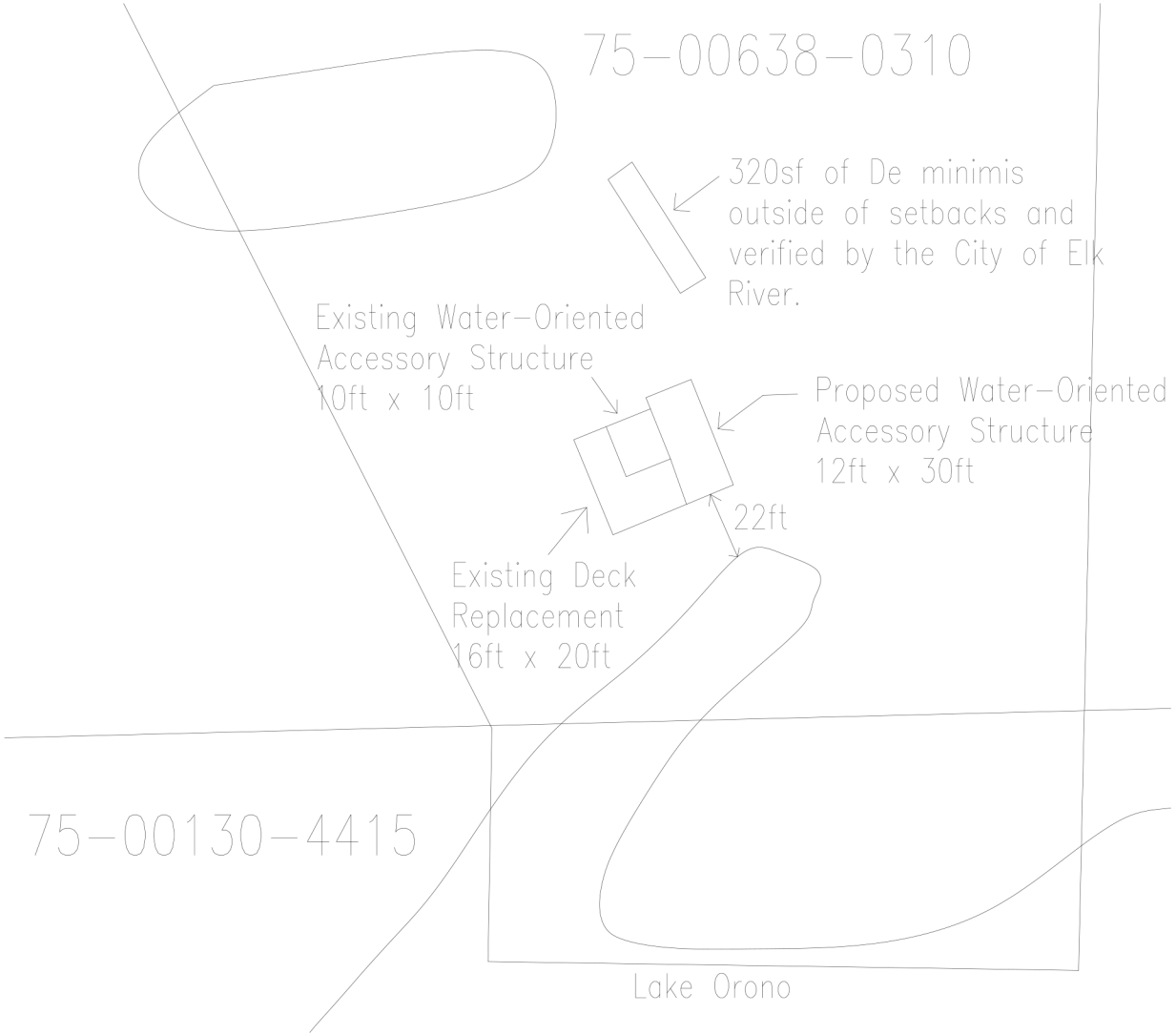
Benjamin Poythress

Variance

Case No: V 25-18

Legal Description of Property	
ISLAND VIEW FIFTH ADDITION LOT 2, BLK 3	
The narrative is your opportunity to describe, promote, and sell your proposal to the Board of Adjustment and City Council (if needed) and should explain your request in detail and how the five criteria are met in order to be granted a variance.	
We are requesting a variance to add onto an existing 10'x10' (100sf) storage shed used for water-oriented equipment such as kayaks, oars, and lifejackets, and to rebuild a deteriorating deck. We are proposing an additional 12'x30' addition to the existing storage shed which puts the total square feet at 460sf and is 60sf over the 400sf that is allowed. This addition is beyond the OHWL at 22' and does not encroach the 45' Wetland Setback. This addition also adheres to the City of Elk River's Zoning Setbacks for Accessory Structures and keeps the total square feet of attached/detached sf at 1,360 which below the 2,500sf that is allowed for our 2.53 acre property. Adding onto the existing structure also keeps us at only one accessory structure. The existing deck was not constructed to current codes and had become a safety concern due to its age and condition. The proposed replacement deck is larger than the previous one but is designed to be safe, code-compliant, and consistent with the character of surrounding lakeshore properties. The deck will also be beyond the OHWL setback at 22' and will be 320sf when completed.	
A variance may be granted by the board only if it finds that:	
The variance is in harmony with the general purpose and intent of the ordinance	This request is in harmony with the intent of the ordinance because it allows us to safely and responsibly improve existing lakeshore amenities without creating environmental impacts. The variance supports the continued use of a modest storage structure for water-oriented items (kayaks, oars, lifejackets, etc.) and the replacement of a deteriorating deck with a safe structure. Neither project contributes to erosion, runoff, or shoreline degradation.
The variance is consistent with the City of Elk River Comprehensive Plan (discuss with city staff if needed)	The request is consistent with the City's Comprehensive Plan by preserving the residential and recreational character of

	the lakeshore. The addition to the small storage shed ensures adequate space for water-oriented equipment, while the rebuilt deck provides safe access and enjoyment of the property. Both improvements update pre-existing structures and are compatible with the development pattern of surrounding lakeshore homes.
Variances may be granted when the petitioner establishes that there are practical difficulties in complying with the zoning ordinance. Practical difficulties means that:	
The petitioner proposes to use the property in a reasonable manner not permitted by the zoning ordinance	The proposed improvements are reasonable uses of a lakeshore property. Expanding the existing shed provides adequate space to safely store water-oriented equipment, preventing shoreline clutter. Replacing the deteriorating deck ensures safe enjoyment of the property while aligning with typical residential lakeshore uses.
The plight of the petitioner is due to circumstances unique to the property not a consequence of the petition's own action or inaction; and	The property's unique site conditions—including the shoreline location, wetlands, and easements—limit alternative placement of both the shed addition and the deck. These constraints create practical difficulties in meeting zoning requirements while still allowing safe and reasonable use of the property. The request is not the result of actions or inactions by the property owners.
The variance, if granted, will not alter the essential character of the locality	The requested variance will not change the essential character of the neighborhood. Nearby lakeshore properties commonly have decks and small water-oriented storage structures. The proposed improvements are modest in scale, consistent with surrounding properties, and will preserve the residential and recreational nature of the lakeshore.



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the Laws of the State of Minnesota.
ARCHITECT/SEAL

Signature: _____
Print Name: _____
Date _____ License No. _____

PROJECT TITLE

POYTHRESS RESIDENCE

13640 Island View Dr.
Elk River, MN 55330

ISSUE/REVISION DATE	DWG	Description

PROJECT NO.

PROJECT PHASE

DRAWN By: Drawn By CHECKED By: Checked By

13640 ISLAND
VIEW DR
NW

NEWER CONSTRUCTION ALLOWED WITHIN RECENT YEARS

-
-

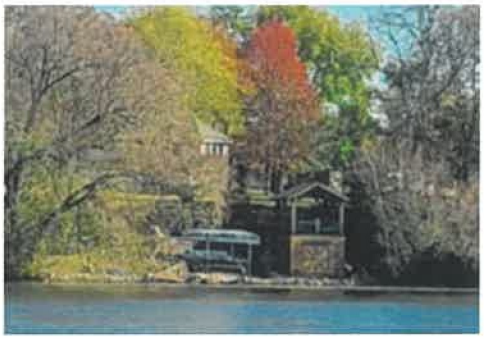
2 X SIZE OF NEIGHBOR

-

Here are several examples of what the properties look like from the lake:

Structures extremely close to the lake:

5 EXAMPLES OF STANDARD ALLOWED STRUCTURES



Variance Request – Case V 25-18

Benjamin & Andrea Poythress
13640 Island View Drive NW
Elk River, MN 55330

October 28, 2025

Board of Adjustment
City of Elk River
13065 Orono Parkway
Elk River, MN 55330

Re: Variance Request – Expansion of Water-Oriented Structure and Deck Replacement

Dear Chair and Members of the Board,

Thank you for the opportunity to present our variance request. We respect the City's review process and appreciate staff's careful consideration of our application. As long-time residents of Elk River, we are committed to maintaining our property in a way that protects Lake Orono's environment and character. We would like to provide clarification and additional information that demonstrates why our request is consistent with the purpose and intent of Elk River's ordinances, addresses practical difficulties unique to our property, and preserves the character of Lake Orono.

Project Description

We are requesting a variance to:

1. Expand our existing 10'x10' (100 sq. ft.) water-oriented storage structure by an additional 12'x30' (360 sq. ft.) to safely store kayaks, canoes, oars, lifejackets, lily-pad, and related equipment.
2. Rebuild and enlarge our deteriorating deck (320 sq. ft.) that was unsafe and not constructed to current code. The replacement deck will cover the footprint of an existing patio and be elevated approximately 8 feet, with only 13 posts (2.73 sq. ft. ground impact).

Responses to Staff Concerns

1. Purpose and Intent of Water-Oriented Structures

- Staff calculated our proposal as 780 SF, "nearly double" the 400 SF allowance. We respectfully clarify: the shed addition totals **460 SF**, only **+60 SF over allowed**. The deck is a replacement, not a water-oriented structure, and should not be included in the calculation.
- Our impervious coverage remains well below thresholds, and Lake Orono is dam-controlled and regulated, minimizing runoff risk.
- A **berm lies between the structure and shoreline**, providing natural screening. In addition, our bay is shallow, secluded, and unused for recreation, meaning the structure has virtually no public visibility.
- Enclosing equipment reduces shoreline clutter, further supporting the ordinance's intent to minimize impact.

2. Comprehensive Plan

- The Plan emphasizes protecting resources and preserving residential use. Our project consolidates storage, improving shoreline appearance and limiting clutter.
- The structure is **125 feet from the shoreline**, farther than many other existing or permitted structures.
- The project supports recreational residential use and aligns with the character envisioned in the Plan.

3. Reasonable Use

- A 100 SF shed is not reasonable for a family of five with multiple kayaks and lake-use equipment.
- Staff suggested other compliant areas exist, but **wetlands and a city-held stormwater easement/retention pond** eliminate those options.
- **DNR representative James Bedell and City staff member Joseph Hale** confirmed during their site visit that this is the only feasible location.

4. Hardship and Unique Circumstances

- Staff identified the hardship as "self-created." We respectfully disagree.
- Our hardship stems from **protected wetlands and a city-held stormwater easement**, which restricts usable land. We pay taxes on this land but cannot use it.
- This constraint is unique to our lot and not a result of our actions.

- These limitations make this variance the only option for locating reasonable storage.

5. Character of the Locality

- Staff expressed concern over precedent. In reality, **many homes already have structures at or near the shoreline.**
- A new home was permitted within the past two years only **20–35 feet from the shoreline**. This home is significantly larger than neighbors, demonstrating approval of much greater visual impacts.
- By contrast, our structure is **125 feet back, screened by a berm, in a secluded bay**.
- Our immediate neighbors, Christian and Briana Schwamberger, who are most impacted, provided a letter of support confirming no visual or privacy concerns.

Additional Considerations

- Lake Orono already includes a wide variety of shoreline structures; our request is modest in scale compared to precedent.
- We consulted with the City Planner for the City of Rogers, who indicated no concerns from a planning perspective. While not affiliated with Elk River, his professional opinion reinforces that our proposal is reasonable.
- We also spoke with neighbors and members of the Orono Lake Improvement District; none expressed concerns.

Conclusion

We are not asking for anything excessive or out of character for Lake Orono. Our request is modest compared to many structures already approved and located closer to the shoreline. What we seek is simply the ability to reasonably and safely enjoy our property, within the spirit of the City's ordinances, despite the unique constraints we face from wetlands and a city stormwater easement. Approval of this variance is the only way for us to equitably use our property while maintaining safe, code-compliant improvements. We respectfully ask the Board to recognize this hardship and grant our request so that we may continue to be responsible stewards of our property and the Lake Orono community.

Sincerely,

Benjamin & Andrea Poythress
13640 Island View Drive NW

Christian & Briana Schwamberger
13696 Island View Dr NW
Elk River, MN 55330

October 26, 2025

To Whom It May Concern:

We are writing as the adjoining property owners at **13696 Island View Dr NW**, Lot 1, Block 3, Island View Fifth Addition, Sherburne County, Minnesota, regarding the variance request submitted by our neighbors, **Benjamin and Andrea Poythress**. Their request involves the proposed extension of an existing backyard structure as well as an addition or modification to their boat deck.

After reviewing the nature of the proposed improvements and considering their proximity to our shared property line, we would like to state that **we have no objections or concerns** with the proposed variances. From our perspective as adjacent homeowners, the planned extensions:

- Do not encroach on or negatively impact our property line or privacy.
- Will not block or obstruct any view from our property or from other neighboring homes.
- Will not create any access or aesthetic issues from our side of the property.

Based on these considerations, we **fully support the approval of the Poythress's variance request** and have no concerns from a neighboring property standpoint.

Thank you for your time and consideration.

Respectfully,

Christian & Briana Schwamberger
13696 Island View Dr NW
Lot 1, Block 3, Island View Fifth Addition
Sherburne County, Minnesota 55330

Christian Schwamberger

Date: 10/26/25

Briana Schwamberger

Date: 10/26/25

OUR PROPERTY
W/ EXISTING SHED

structures on lake properties.

Chris,
See attached letters of support from our neighbors and a revised site plan.

On Tue, Nov 25, 2025 at 10:38 AM Chris Leeseberg <CLeeseberg@elkrivermn.gov> wrote:

> Andrea and Ben,
>
> Yes, please forward us anything you want me to send to the Board ahead of time and I will include it with this information you just shared. We will also provide hard copies to the Board.
>
> Thank you
>
> Chris Leeseberg
> City of Elk River – Senior Planner
> 13065 Orono Parkway, Elk River, MN 55330
> 763.635.1033 ElkRiverMN.gov
>
> ---
>
> **From:** Benjamin Poythress <poybenp@gmail.com>
> **Sent:** Tuesday, November 25, 2025 10:33 AM
> **To:** Chris Leeseberg <CLeeseberg@ElkRiverMN.gov>
> **Cc:** Katie Porath <kporath@ElkRiverMN.gov>; Andrea Poythress <dreaelise1414@gmail.com>
> **Subject:** Re: Board of Adjustments Staff Report and Agenda - City of Elk River
>
> Hi Chris,

Thank you for reaching out before tonight's meeting.

Based on the Board's feedback and the discussion at the October 28 hearing, we have prepared additional information and have revised our proposal in a way that we hope will directly address the concerns raised.

1. Revised Shed Plan

We have significantly reduced the size of the proposed shed addition from **360 sq ft** down to **170 sq ft**, attached to the existing 100 sq ft shed (total enclosed storage now 270 sq ft). This reduction was made specifically in response to the Board's request that we bring the total project size materially closer to the 400 sq ft standard.

2. Deck (Replacement)

We are keeping the deck as previously proposed.
It replaces an unsafe, deteriorating structure and remains within the existing patio footprint, with minimal ground impact (posts only).
This maintains the intent of improving safety without expanding ground disturbance.

3. Updated Total Square Footage

Using the City's interpretation that the deck must be included in the total water-oriented structure calculation, the project now totals **590 sq ft**, a significant reduction from the earlier calculation—bringing it much closer to the ordinance intent while still allowing functional use.

4. Neighbor Support

We have collected several letters of support from nearby and adjacent property owners, including the neighbors most affected by visibility.
We are happy to email these for inclusion in the packet or bring printed copies tonight—whichever you prefer.

5. Updated Visuals (if needed)

We can also provide updated drawings reflecting the reduced shed size prior to the meeting or present printed copies tonight.

Please let us know if you would like these documents emailed before the meeting or provided in person.
We appreciate the opportunity to present the revised plan and look forward to tonight's discussion.

Thank you,
Andrea & Ben Poythress
13640 Island View Dr NW

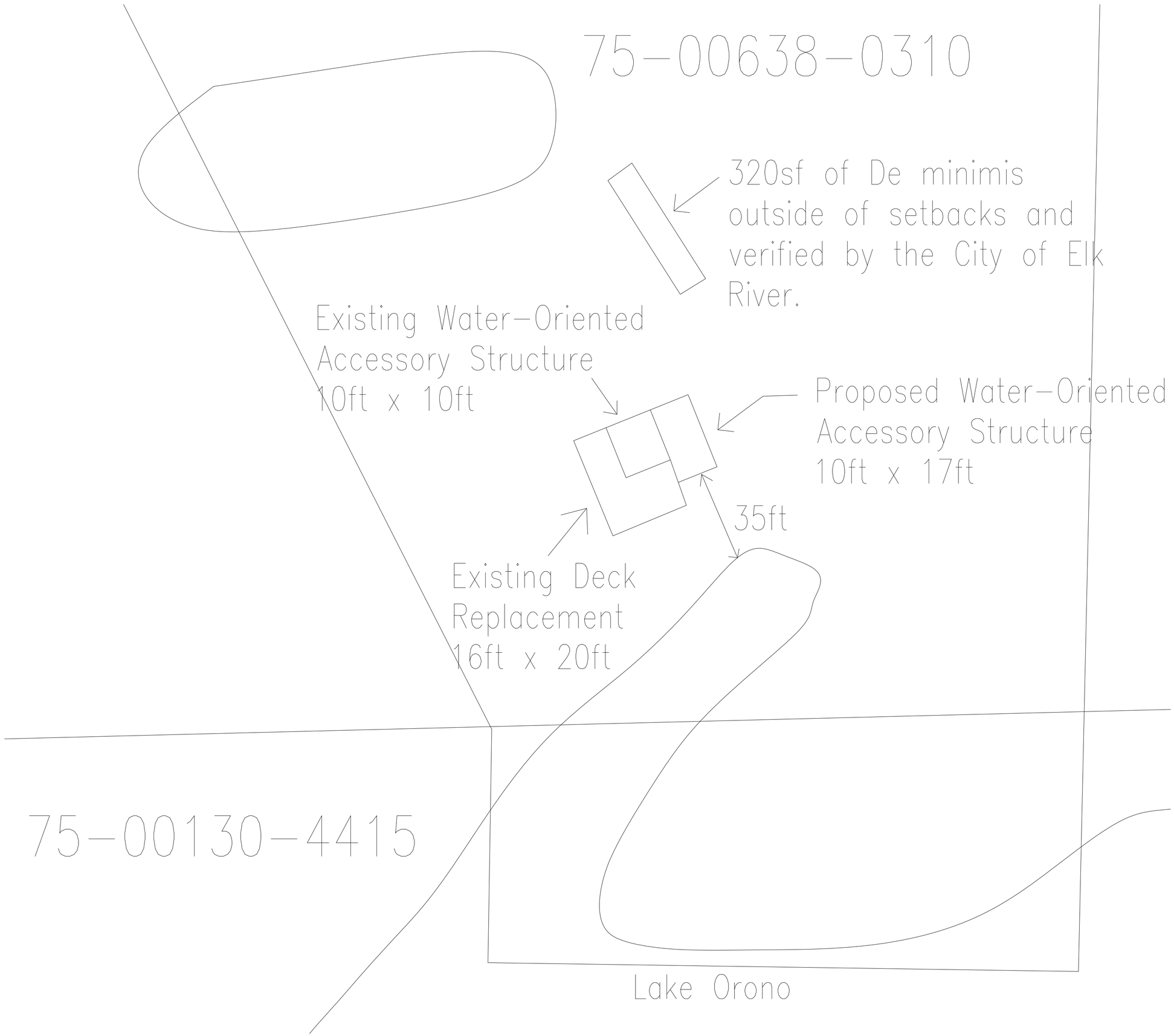
On Tue, Nov 25, 2025 at 8:25 AM Chris Leeseberg <CLeeseberg@elkrivermn.gov> wrote:

> Good morning Ben and Andrea,

Do you have any questions regarding the staff report or the meeting tonight? Do you have anything additional you would like the Board to review prior to the meeting?

Thank you

Chris Leeseberg
City of Elk River – Senior Planner
13065 Orono Parkway, Elk River, MN 55330
763.635.1033 ElkRiverMN.gov



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the Laws of the State of Minnesota.
ARCHITECT/SEAL

Signature: _____
Print Name: _____
Date _____ License No. _____

PROJECT TITLE

POYTHRESS RESIDENCE

13640 Island View Dr.
Elk River, MN 55330

ISSUE/REVISION		
MARK	DATE	Description

PROJECT NO.

PROJECT PHASE

6/1/22
Drawn By: Checked By:

To the Board of Adjustments,

I am writing to offer my full support for the proposed shed addition and deck improvement project submitted by Ben and Andrea Poythress.

I am a resident of the lake and am familiar with the location of their project area. Their structure sits more than 100 feet from the shoreline, behind a natural berm, and within heavy woods. It is not visible from the main recreational area of the lake, and the bay where they live receives almost no traffic due to shallow water, lily pads, and aquatic vegetation.

The Poythress family has made significant efforts to work with the city and the board's feedback. They redesigned their project, reducing the shed addition to 270 sq ft—well below the allowed 400 sq ft threshold. The remainder of the square footage comes from replacing and modestly expanding an existing deck, which will not be used as a storage structure and has no environmental impact.

Their request is reasonable, measured, and respectful of both ordinance intent and the natural character of the shoreline. I believe approving this variance would not set any negative precedent and poses no harm to neighboring properties or the lake environment.

For these reasons, I strongly support their variance request.

Sincerely,

Brian Gifford

13162 Islandview Dr NW, Elk River

Jesse & Sarah Hartung
18837 Ogden ST NW
Elk River, MN 55330

November 25th, 2025

To Whom It May Concern:

Sarah and I have reviewed the proposed addition of an existing structure on Ben and Andreas property, as well as modifications to their boat deck.

Our property is located directly behind the proposed project. After discussing the plans that Ben and Andrea are looking to do within their property, we would like to see the project approved and strongly believe the projects will benefit the property and us as neighbors and fellow lake residents.

The project improves the views for those on the lake by maintaining their property and making valuable improvements. Neither project impacts the views of neighbors as the properties are all wooded and large acreage lots.

Thank you,

Jesse & Sarah Hartung

I am writing as a resident on Upper Lake Orono to express my support for the variance request submitted by Ben and Andrea Poythress regarding their proposed shed addition/deck replacement.

We are very familiar with their property and the location of the existing structure. The area where the project is planned sits set back in the woods, a good distance from the shoreline. From the lake, the current structure is already not really visible, and the proposed improvements will not meaningfully change the view for any lake users or neighbors—including our household.

I also support their effort because the environmental impact is minimal to none, especially given the distance from the shoreline and the fact that this portion of the lake (the northwest bay) is extremely shallow, non-recreational, and not frequently traveled.

They have already been responsive to the Board's previous requests, by reducing the shed addition.

From a neighbor's perspective, this request is reasonable, thoughtful, and aligned with the character of the area. I do not believe it sets an inappropriate precedent, nor does it undermine the intent of the code. Instead, it allows a homeowner to maintain and improve their property in a way that is safe, aesthetically consistent, and respectful to the lake environment.

I hope the Board will approve their variance request, and I appreciate your consideration.

Sincerely,

Kendra Kruger

Resident – Upper Lake Orono

To the City of Elk River Board of Adjustment,

I'm writing in support of Benjamin and Andrea Poythress and their request regarding the improvements to their water-oriented structure. I live across the lake, and I'd like to offer a simple perspective from someone who actually sees (or in this case, won't see) the project in question.

Their property sits in a section of the lake that isn't exactly a high-traffic, postcard backdrop. It's tucked into a quiet, shallow bay that most people avoid unless they enjoy lily pads and aquatic vegetation rearranging their boat props. In other words, anything they build back there is going to be visible to about three people—and I'm one of them. And even I won't be able to see it.

I have no concerns whatsoever about the shed addition or the deck expansion. It won't be an eyesore, it won't affect lake aesthetics, and it won't impact shoreline use or enjoyment for anyone else. They're improving their property, replacing older structures, and adding value—not only to their home, but indirectly to the surrounding properties as well. They're good people, responsible neighbors, and diligent stewards of their land. They pay their taxes, follow the rules, and aren't exactly running a shipyard or building a hotel down there.

I understand and appreciate the Board's responsibility to protect the lake and uphold the ordinance. That work matters, and the consistency you bring to these decisions preserves the standards we all enjoy. At the same time, it seems reasonable to evaluate this project within the spirit and intent of the code, not only the strictest possible interpretation of square footage definitions—especially when the deck in question is simply covering an existing cement pad and has no environmental impact.

The Poythress request is modest, practical, and—frankly—less intrusive than many lakeside structures that already exist all around the shoreline. I trust their judgment completely, and I fully support the project as they've proposed it.

Thank you for your time, for the work you do, and for your thoughtful consideration.

Sincerely,

Benjamin Larson

18672 Lander Dr NW, Elk River, MN 55330

To Whom May Concern:

We are Ben and Andrea's direct next door neighbors (on the east side).

This letter is to state that we have no concerns of their plan to build a ground-level storage shed and deck on their property.

Sincerely,

Todd and Tricia Louden

13610 Island View Dr NW

Elk River, MN 55330

Christian & Briana Schwamberger
13696 Island View Dr NW
Elk River, MN 55330

October 26, 2025

To Whom It May Concern:

We are writing as the adjoining property owners at **13696 Island View Dr NW**, Lot 1, Block 3, Island View Fifth Addition, Sherburne County, Minnesota, regarding the variance request submitted by our neighbors, **Benjamin and Andrea Poythress**. Their request involves the proposed extension of an existing backyard structure as well as an addition or modification to their boat deck.

After reviewing the nature of the proposed improvements and considering their proximity to our shared property line, we would like to state that **we have no objections or concerns** with the proposed variances. From our perspective as adjacent homeowners, the planned extensions:

- Do not encroach on or negatively impact our property line or privacy.
- Will not block or obstruct any view from our property or from other neighboring homes.
- Will not create any access or aesthetic issues from our side of the property.

Based on these considerations, we **fully support the approval of the Poythress's variance request** and have no concerns from a neighboring property standpoint.

Thank you for your time and consideration.

Respectfully,

Christian & Briana Schwamberger
13696 Island View Dr NW
Lot 1, Block 3, Island View Fifth Addition
Sherburne County, Minnesota 55330

Christian Schwamberger

Date: 10/26/25

Briana Schwamberger

Date: 10/26/25

Kyle & Heather Simenson
13558 Island View Dr NW
Elk River, MN 55330

October 31st, 2025

To Whom It May Concern:

It has been brought to our attention that Benjamin and Andrea Poythress have proposed an addition of an existing structure on their property, as well as modifications to a boat deck.

Our property is located at 13558 Island View Dr. NW in Elk River within Sherburne County, 2 lots away from the proposed project. After discussing the plans and process(es) that Ben and Andrea are looking to do within their property, we want to formally give our approval to this initiative.

We feel the plans will not obstruct any view(s) from our property or create any future issues within the lake infrastructure or access.

We welcome any further conversation in regards to this matter to further confirm our acceptance

Thank you,

Kyle & Heather Simenson

_____ _____

Kyle Simenson Heather Simenson

Date: _____ Date: _____

To Whom It May Concern,

We are writing in support of our neighbors, Ben and Andrea Poythress, and their revised variance request for the shed addition and replacement deck at 13640 Island View Drive NW.

We have reviewed their plans and have no concerns at all. In fact, we believe the improvements they are proposing will be an asset to their property and to the neighborhood. We frequently spend time in their backyard and around the shared lake area, and we know the location well. Their project is tucked back in a secluded, screened area and will not impact our view, our privacy, or our use of our own property.

We trust Ben and Andrea completely to make improvements that are thoughtful, responsible, and visually appropriate for this part of Lake Orono. They take excellent care of their home and yard, and we have full confidence that this project will be done with the same level of care.

We fully support their revised proposal and hope the Board will approve their request.

Sincerely,

Joe & Tanya Walters

13038 Island View Drive NW

Meeting of the City Council
Held at the Elk River City Hall
Monday, December 15, 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, Business Services Director/Assistant City Administrator Joe Stremcha, Community Development Director Zack Carlton, Senior Planner Chris Leeseberg, Fire Chief Mark Dickinson, Police Chief David Kuhnly, Juvenile Detective Sergeant Don Birdsell, Parks and Recreation Manager Jeff Shelby, Liquor Operations Manager Joe Audette, Northbound Liquor Store Manager Megan Knopik, Fire Administrative Assistant Giselle Hattesohl, Public Works Supervisor Mitch Litfin, and Deputy Clerk Jolene Richter.
Others Present:	City Attorney Jared Shepherd, Sherburne County Health and Human Services Mark Lees, Parks and Recreation Commissioner Dave Anderson

1. CALL MEETING TO ORDER
   Pursuant to due call and notice thereof, the meeting was called to order at 6:05 p.m..

2. PLEDGE OF ALLEGIANCE
   The Pledge of Allegiance was recited.

3. CONSIDER AGENDA
   Moved by Councilmember Wagner and seconded by Councilmember Beyer to approve the agenda. Motion carried 5-0.

4. CONSENT AGENDA
   Moved by Councilmember Calva and seconded by Councilmember Beyer to approve the following consent items as outlined in their respective staff reports. Motion carried 5-0.

   4.1 December 1, 2025 Minutes

   4.2 Check Register

   4.3 Resolution 25-77: 2026 Compensation Plan for Non-Organized Employees

   4.4 Personnel Policy Manual Update

4.5 Agreement 25-38: Accurint Virtual Crime Center Servic38

5. OPEN FORUM

Chad Lecy, 11230 196th Lane NW, shared comments regarding the Cannabound plan. He does not agree with the Cannabound plan and is concerned about the funds for the city and the citizens to fund the plan.

6. PRESENTATIONS, AWARDS, AND RECOGNITION

6.1 City of Elk River Volunteer of the Month

Mayor Dietz presented the December Volunteer of the Month award to Dianne Telfer. He highlighted the following:

- Active member of the American Legion Auxiliary
- Membership chair at the Auxiliary, handling new members, dues, and reporting to the state
- Crochets hats and mittens for Sherburne County RSVP
- Crochets animals and donates them to the baby bundles group at her church.
- Signs up crafters for the October Craft and Bake sale at the American Legion Club

6.2 Introduction of New Employee

Chief Dickinson introduced Fire Administrative Assistant, Giselle Hattesohl.

The Council welcomed her.

6.3 Promotion of Fire Lieutenant

Chief Dickinson introduced Gordon Myette, who is being promoted to lieutenant. Councilmember Grupa administered the oath of office. The badging ceremony was held.

6.4 Oath of Office: Firefighters

Chief Neumann introduced the firefighters. Councilmember Grupa administered the oath of office. The badging ceremony was held.

7. PUBLIC HEARINGS

7.1 Conditional Use Permit: Amendment to CU 24-21 for Outdoor Storage of Vehicles and Equipment, 15861 Jarvis St NW, Northstar Trucking

The staff report was presented.

Councilmember Grupa, on behalf of Mayor Dietz, opened the public hearing. There being no one to speak to this matter, Councilmember Grupa closed the public hearing.

Moved by Councilmember Wagner and seconded by Councilmember Beyer to approve the Conditional Use Permit amendment with the following conditions to satisfy the standards set forth in Section 30-654:

1. **Outdoor storage shall be allowed for only the following vehicles:**
    a. **Properly licensed, registered, and operable;**
    b. **Semi-trucks, semi-trailers, and other delivery trucks;**
    c. **Motor vehicles;**
    d. **Recreational vehicles, campers, motor homes, and fifth-wheel trailers;**
    e. **Trailers;**
    f. **Boats;**
    g. **Light and heavy equipment;**
    h. **Enclosed shipping containers; and**
    i. **Cars and trucks.**
2. **Vehicle Wrecking Yards and Salvage Yards, as defined by the City of Ramsey, and Salvage Yards, as defined by the City of Elk River, shall not be permitted.**
3. **Outdoor storage of products, equipment, materials, supplies, debris, or any vehicles not properly licensed, registered, or operable is not permitted, except for snow removal equipment and supplies for the site in conformance with the applicable municipality's regulations.**
4. **If any violations of condition #3 are documented more than once in a calendar year, in either jurisdiction, the Conditional Use Permit will be brought to the City Council for direction on revocation.**
5. **Motor vehicle, trailer, and boat sales are prohibited.**
6. **Car dealer overflow parking is prohibited.**
7. **Approvals from the City of Ramsey, PUD Ordinance, Site Plan Review Resolution, and Development Agreement shall be recorded and copies provided.**
8. **Schedule a site visit with the Building Official and Fire Marshal to review and complete any required code updates by June 1, 2026.**
9. **All driving and parking areas shall be paved with an approved surface (bituminous, Class 5, or concrete) by June 1, 2026.**
10. **Stripe the parking lot as shown on the city site plan dated March 17, 2025, by June 1, 2026.**
11. **Drive lanes need to maintain a minimum of 24-foot width throughout the site.**
12. **All driving areas and outdoor storage/parking areas shall be bound by a B612 concrete curb and gutter by June 1, 2026.**
13. **A reinforced concrete strip, a minimum of one (1) foot wide and centered on the property line, must be installed and maintained along the city/county border to clarify any relevant jurisdictional issues by June 1, 2026.**
14. **Site lighting shall comply with Section 30-937 by June 1, 2026.**
15. **Update submitted plans as needed to demonstrate compliance with state and local stormwater management requirements across both parcels/jurisdictions by June 1, 2026.**
16. **Submit documentation showing compliance with all Minnesota Pollution Control standards by June 1, 2026.**
17. **A 6-foot-tall, 100% opaque privacy fence shall be installed along the north property lines by June 1, 2026.**

18. **This Conditional Use Permit (CU 24-21) must be recorded by June 15, 2026, or the operation on the property must cease.**
19. **A 200 sq ft. guard shack/office shall be allowed in Elk River, and will require all necessary commercial building permits and meet the required setbacks.**
20. **There shall be no repair or maintenance of any vehicles, trailers, or boats on the site.**
21. **The idling of a truck tractor or other business equipment in excess of 15 minutes is prohibited from April 16 through October 31, and idling in excess of 30 minutes is prohibited from November 1 through April 15.**
22. **In the event a gate is installed, access to the property must include key boxes for both the Elk River and Ramsey Fire Departments.**
23. **In the event either parcel is owned separately, or one municipality revokes its approval, each parcel will need to conform to each jurisdiction's ordinance and codes individually, including, but not limited to, stormwater ponds, setbacks, screening, curbing, and landscaping.**
24. **An amendment to this Conditional Use Permit will be required for future expansions/additions not shown on the city site plan dated March 17, 2025.**
25. **Conditional Use Permits, case numbers CU 23-16 and CU 24-21, shall become void.**

Motion carried 5-0.

7.2 Variance: Water Oriented Structure Size, Benjamin Poythress - 13640 Island View Dr NW

The staff report was presented.

Councilmember Grupa opened the public hearing on behalf of Mayor Dietz.

Andrea and Benjamin Poythress, 13640 Island View Dr NW, applicant, asked for approval of a modest storage shed so their family can safely store lake equipment. Mrs. Poythress explained that a lot of their land is wetland that they pay taxes on, and explained that they take care of their property, and added that the shed would not be about luxury but about function. She continued to explain that a 10x10 shed would not be able to store a 10-foot kayak and safety equipment. She also stated that they did receive support from the neighbors and submitted eight letters of support.

Councilmember Grupa closed the public hearing.

Councilmember Grupa asked what the yardage was from your back door to the storage area. Mr. Poythress stated that it is about 100 yards, but it is not a straight path; it is a winding path.

Councilmember Wagner stated that they did receive eight letters of support from their neighbors, saying that there are no hardships due to the request. Councilmember Wagner agreed with them that they didn't know the deck and the building would be considered as one. She stated that she does not think it is an unreasonable request to build a deck to enjoy the lake and have an enclosed building to store things on the lake. She would rather see things stored in a building than under a deck or out in the yard. She stated that, given the situation, she thinks it is a reasonable request.

Councilmember Calva asked if the city is concerned that if we allow this one, then the city will have eight other requests to build larger structures in their backyards. Mr. Leeseberg asked how to say no to someone who is asking for the same kind of request.

Councilmember Calva asked if it was visible from the lake. Mrs. Poythress stated that it was not, and it is in a private bay. Councilmember Calva asked if the neighbors could see it from their backyard. Mr. and Mrs. Poythress explained that, considering the wooded lot, it would be hard to see.

Councilmember Calva explained that he would have no problem making an exception in this case as long as there were not going to be eight other exceptions.

Councilmember Wagner stated that they do not know if there are going to be other requests, and every project should have its own merit.

Councilmember Beyer thanked them for what they have done and stated that they have done the work by talking to their neighbors, to the city, and to the DNR. He explained a lot of times, exceptions are hard to make when you have negative neighbors and such, but in this case, there are none, and he has respect for them doing the work. He also thanked them for keeping up the work on the easements. Councilmember Beyer explained that he knows it is a hidden area and no one is ever going to see it. He went on to explain that, given the situation, he could support the exception.

Moved by Councilmember Wagner and seconded by Councilmember Beyer, directing staff to draft a resolution making Findings of Fact, approving the variance to exceed the permitted size of a water-oriented storage structure, for approval at the January 5, 2026, Council meeting. Motion carried 5-0.

7.3 Variance: Parking and Wetland Setback to Support Development of an Apartment Building, Pat Briggs - 17379 Twin Lakes Rd NW

The staff report was presented.

Councilmember Grupa opened the public hearing on behalf of Mayor Dietz.

Patrick Briggs, 17379 Twin Lakes Road, subject property, handed to the Council a letter that was presented to the neighbors. Mr. Briggs explained that they have been kind and cordial to the neighbors throughout the years, but now it is time to develop the property and move forward. Mr. Briggs compared this property to the Hillside Heights property to the north regarding parking requests and stated his request is reasonable. He went on to explain different aspects of why the Council should approve the variance.

Councilmember Calva stated his biggest concern is that the person has private access.

Matthew and Morgan Lerfald, 17395 Twin Lakes Rd NW, explained that the letter they received from Mr. Briggs does not feel genuine, which they received on Friday before Monday's Council meeting. They stated that they tried to reach out to Mr. Briggs multiple times, but have not been able to get a hold of him or anyone. Every time they call, they go to an answering machine, and nobody ever gets back to them, other than when he denied them a utility easement to get natural gas to their home. They tried to get a utility easement along the driveway, and he denied them the easement. Mr. Lerfald stated that this feels like a scare tactic, stating that if they didn't talk at the meeting, he would buy their property. They explained other concerns they had regarding the apartment complex going in this area.

Brad Brummer, 14524 145th Court NW, stated that he is in the process of selling his home and

explained that he would look for a new apartment to rent; therefore, he supports the apartment building at this location.

Councilmember Grupa closed the public hearing.

Mayor Dietz explained that the Board of Adjustments pointed out that Mr. Briggs would not need the variances if he reduced the size of his project and stated he would not be voting for either one.

Councilmember Wagner explained the reason for the denial from the Board of Adjustments is that it is a new project, and the applicant knows what the land has and doesn't have, and could be solved by changing the size. She stated every project has to stand on its own merit. This project is not the same as other projects, and she has concerns about the easement portion of the driveway. She has a hard time coming up with a reason to go against the Board of Adjustments, stating that it's a new project, and it could be taken care of with a couple of adjustments. For these reasons, she will not be able to support the request.

Councilmember Beyer stated that he does not see a traffic study and has no clue how that will affect anything. Mr. Carlton explained that a traffic study has been submitted to the Public Works Department. This is a variance component. The land use portion will be a different conversation.

Councilmember Beyer explained that we don't know how things are going to change with the Northstar gone. He explained that Elk River has grown and grown and questioned how big we want Elk River to get. He explained that at this point, he would be sticking with what the Board of Adjustments suggested and would be voting against it as well.

Councilmember Grupa has concerns regarding the project and thinks that Mr. Briggs could make some adjustments as well. He stated he would not be voting for the variance either.
Moved by Mayor Dietz and seconded by Councilmember Calva to direct staff to draft a resolution making Findings of Fact, denying two variances, one requesting a reduction in the number of parking stalls required for an apartment building, and second, a six-foot encroachment into the wetland buffer setback, as the following standard required for approval of a variance has not been met:

4. The plight of the petitioner is due to circumstances unique to the property and is a consequence of the petitioner's own action.

The City Council would consider the resolution on January 20, 2026. Motion carried 5-0.

7.4 Resolution 25-78 and Ordinance 25-17: Amend City Plans to Support Commercial Uses, Sherburne County - 11401 205th Ave NW

The staff report was presented.

Councilmember Grupa opened the public hearing on behalf of Mayor Dietz. There being no one to speak to this matter, Councilmember Grupa closed the public hearing.

Moved by Councilmember Wagner and seconded by Councilmember Beyer to adopt Resolution 25-78 amending the land use guidance for 11401 205th Ave NW from Rural Residential to Highway Business, subject to the condition that Sherburne County prepare

and record a Declaration of Covenants and Restrictions limiting the use of the property to a billboard. Motion carried 5-0.

Moved by Councilmember Wagner and seconded by Councilmember Calva to adopt Ordinance 25-17 amending the zoning map for 11401 205th Ave NW from R-1a (Single-Family Residential) to C-3 (Highway Business), subject to the approval of the associated land use amendment, Case No. LU 25-03. Motion carried 5-0.

8. GENERAL BUSINESS

8.1 Hearing: Tobacco Compliance Failures for Ralphies Minnoco

City Attorney Jared Shepherd presented the staff report.

Police Juvenile Detective Sergeant Don Birdsall explained the compliance check procedure.

Mark Lees, Sherburne County Health and Human Services, reiterated the compliance check process and explained that they are not trying to trick anyone. The underage person tells the truth if asked and provides their normal ID when requested.

Brian Brehmer, owner of Ralphie's Minnoco, stated that he agrees with what Sergeant Birdsall and Mr. Lees stated, that they are not trying to trick them. Mr. Brehmer explained that the only reason he decided to have a hearing was not to get out of the violation, but that he wanted to state on public record that they do their best to train employees, but sometimes they fail. He explained he has another gas station in Clear Lake that they pass every time. He continued to explain that they do the training and go through the procedures. Mr. Brehmer continued to say that the person who was working that day took the ID quickly, looked at it, and sold it anyway. He said they have a swipe machine for IDs, and the employee did not even swipe it like they were trained to do.

Mayor Dietz just confirmed that the ordinance does state a $1,000 fine and a 7-day suspension. Mr. Shepherd confirmed that, yes, that is the ordinance.

Councilmember Wagner understands the business and understands that it can be hard when needing to ID people, but they need to hold to the ordinance.

Moved by Councilmember Calva and seconded by Mayor Dietz to deny the appeal. Motion carried 5-0.

8.2 Cannabis Business Plan

The staff report was presented.

Mayor Dietz asked why they would want to terminate the architect agreement when they are planning on building a new liquor store. Mr. Stremcha explained that they would be modifying the existing terms and conditions to remove the cannabis store from the design. Currently, it is an agreement for both Cannabound and Northbound, so they would have to end one agreement and have a new agreement for just Northbound.

Mayor Dietz questioned the extra fees for ending the original agreement. Mr. Stremcha said they have

already gotten far along with the architect's design, and they would have to amend the design. For example, if they are turning an interior wall into an exterior wall, there would be hourly charges to make those changes.

Mayor Dietz asked about the cannabis manager and confirmed that April 10 would be her last day. Mr. Stremcha stated yes, unless she went on unemployment, then the city would pay the unemployment.

Mayor Dietz wanted confirmation of what he heard she would be doing. He heard that she would be working at the Furniture and Things Community Event Center to help due to a lack of a chef. Mr. Stremcha clarified that it would be a short-term help and not a guarantee of work. It could be to help with catering events.

Mayor Dietz stated that he disagrees with counting staff time towards the $500,000 cost. He stated that staff time is staff time and should not be singled out. He also stated that he would not include the price of the land either. He explained to his perspective that all they had stuck in the cost was her wages and the architect's fees.

Mr. Stremcha wanted to reaffirm that the staff time calculated has been staff time specifically allocated to cannabis.

Mayor Dietz explained that he thinks the staff did a good job, and he is taking a lot of responsibility for what has happened, and feels bad that he had not said anything sooner, but we have to move on. He explained he agrees with building the new liquor store and selling the old store.

Councilmember Grupa asked how much square footage was for Cannabound. Mr. Stremcha stated that Cannabound was 5,000 square feet total. Councilmember Grupa asked what they are going to charge for the changes. Mr. Stremcha explained he has rough estimates and won't know the total until the hourly rates have been applied, but he can get what has been spent to date. Councilmember Grupa asked for numbers and stated that a building is a building, and suggested making the liquor store bigger, so you are not cutting off the 5,000 square feet.

Councilmember Wagner wanted clarification regarding the discontinuation of the THC sales. Mr. Stremcha explained that they have a 90-day supply, which would coincide with the manager's layoff. Councilmember Wagner explained that she would not discontinue THC sales at the liquor stores and that, to her, they are separate from Cannabound, unless the Federal law stops it. She also stated that the THC sales are something that is already in place.

Councilmember Beyer asked for an explanation of why staff wanted the THC sales stopped.

Mr. Stremcha explained at the December 1 Council meeting that this topic was talked about in the Work Session, so no formal action could be taken, but based on the context of selling cannabis and the decision that was discussed at the work session to not sell cannabis in preparation between then and now, they included taking out the THC products at the liquor stores. He further explained that whether it is a cannabis plant or a hemp plant, it is a THC end product, whether it is sold at Cannabound or the liquor stores. He stated that they would like clarification on the rationale for selling products at Cannabound versus the liquor stores. He continued that if one is acceptable and one is not, he would like to understand the difference.

Councilmember Beyer stated that the conversation was based on Cannabound, not the THC drinks

that are in the stores now, and said there was no conversation about THC drinks.

Councilmember Grupa said that the liquor store is the liquor store; we are talking about the marijuana store. He stated in his opinion that they are separate.

Councilmember Wagner wanted to clarify that as a Council, we would agree for the THC drinks to continue. She stated she would make a motion on that if need be. She also stated that we shouldn't make the footprint smaller and that it should continue to be the size it is currently. She continued to explain that there are so many unknowns, and things keep getting changed at the state and federal levels right now. She expressed that she applauds the work that staff has been doing and has the utmost respect for the staff.

Mayor Dietz asked if the footprint stays the same, would they avoid the extra fees? The Council discussed and stated that there would still be some fees. Mayor Dietz then brought up whether they would be able to lease part of the space for retail space and put a fake wall up, so that if they decide not to lease anymore, they could take the fake wall out.

Mr. Stremcha asked for clarification from the Council if the direction from the Council is to maintain the exterior of the building, but not the interior, so it would be a hollow shell. Councilmember Wagner asked if they needed to make that decision right now. Mr. Stremcha stated not necessarily. Councilmember Wagner said that she would want to take time to think about that.

Mayor Dietz wanted clarification. Mr. Stremcha asked whether the intention was to install a concrete floor, but no flooring or ceiling tile or anything, or would it be designed for a cannabis retailer, or would it be designed for a future use that we would be intending to use the space for.

Councilmember Grupa stated that he thinks we need to wait for that because we are talking about mechanicals and other things that need to be put in before you put in concrete.

Mr. Portner explained that we can build the exterior footprint and leave it a hollow shell until we find out what kind of potential client we get into the building.

Councilmember Calva asked if we could set parameters for what kind of space is allowed.

Mayor Dietz asked Mr. Shepherd if they could set parameters for what could go into that space. Mr. Shepherd stated they could.

Councilmember Wagner stated that she would disagree with having any parameters on it at the moment, especially since it is a new thing. She thinks that the audiences that are talking to each of them are different, and wants to wait until things settle down and there is clearer guidance. She doesn't want to be pigeonholed to not allow something that could be a viable business, for fear of Elk River turning into a stoner town, as a generalization.

Councilmember Calva shared that he does not have a fear of it, but thinks it's what the community is asking for and referenced the Open Forum speaker regarding cannabis. He stated he is okay with the new building, but he does not ever want a cannabis store next to the new liquor store because it is a city-owned store, and people would assume the city was involved with the cannabis store.

Councilmember Beyer wanted to get back to how staff got back to the $500,000 number. He stated

that he does not agree with adding the property to the $500.000 for the cannabis store because the property is the property and stated that they could get someone in there easily, and these costs are not only presented to them but to the whole city, and he doesn't think that the $500,000 number is true, along with other Council members.

Mr. Stremcha reiterated that the market value for that property is not what they purchased the lot for; they intended to purchase the lot at a premium with the intention that they would receive the additional revenue from Cannabound to help offset those sales and investment in the lot.

Councilmember Beyer stated the revenue from Cannabound would not come for two-three years. Mr. Stremcha stated that it is relevant and that it would be the same for Northbound; they do not intend to recoup the Northbound investment in the first year of business. He explained it is a loan, no different than a bond, that they would build the building and have a 10-20 year repayment event of that investment. He further explained that the expectation for Cannabound to have a 100% recoup investment is the same equation as Northbound, and it is not feasible.

Councilmember Beyer also stated that we don't know what the state of Minnesota will be taking in taxes right now. They may decide they need to take more.

Mr. Stremcha answered, saying that whatever the state were to issue the sales tax to be is what they would have to pay, and that it would not affect the purchasing power of the product, it is a sales tax.

Mayor Dietz questioned how to separate out Cannabound and the liquor store for the purchasing of the land, because either way, we would have to have purchased the whole piece of property. Mr. Stremcha explained that we went in knowing that we were paying a premium and knowing that they would have a better chance of recouping costs and investment over time.

Mayor Dietz stated that he thinks the only out-of-pocket expense was for the cannabis manager's wages and insurance.

Councilmember Beyer asked the Council if they could agree that they could come up with some ideas of what they could do, and doesn't think they can solve everything tonight.

Councilmember Grupa stated that he is not rushing into anything, but whatever you want to discuss, so we can move forward we can. He suggested keeping the building the same size as it is currently proposed.

Mayor Dietz asked the Council if they agreed to build a new building. The Council agreed, except for Councilmember Beyer, who wants to make sure we are doing it the right way, and stated, as he said in the meeting before, that they are going to bond 8.2 million, and it is going to be paid for with installment payments. Councilmember Beyer asked Mr. Stremcha what the amount would be for the installment payments. Mr. Stremcha explained that he does not have that number on him right now, but explained that the intention would be a 15–20 year bond repayment schedule, depending on the interest rates at the time. Councilmember Beyer stated that now we are going to have a bond payment and was questioning how it will affect the money coming out of the liquor store fund to the general fund and parks and recreation fund, which helps to lower taxes.

Mayor Dietz explained that there was money that was going to be 2 to 2.8 million dollars that was going to be used to do repairs to Northbound that would come out of the liquor store fund in addition

to the $850,000 that was already paid for the lot; with that said, there will not be $850,000 to be put into the city coffers. He explained there might be some depending on the bond payments, but most of it will either have to go to repair the current store or build a new one.

Councilmember Beyer explained that he would like to see it all before he says yes and moves forward, stating that he thinks he is being a good steward to the community.

Mayor Dietz stated that they need to make a decision and move on. He said that after what they saw today, there is no way he would agree to sink a bunch of money into the current store for repairs.

Councilmember Grupa asked Mr. Stremcha what he needed from them tonight. Mr. Stremcha went over the action items as stated in the staff report.

Mayor Dietz asked if they should talk to the architect before they decided on the contract. Mr. Portner explained that if the Council is okay with what the footprint is, then Items 2 and 3 do not need to be acted on tonight.

Moved by Mayor Dietz and seconded by Councilmember Calva to discontinue the implementation of the Cannabis Business Plan (approved Feb 3, 2025) until more information is available. Motion carried 5-0.

Moved by Councilmember Calva and seconded by Councilmember Grupa to approve a layoff of the Cannabound Manager effective April 10, 2026. Motion carried 5-0.

Mr. Portner added that the projected annual payment for the Northbound bond schedule was $263,812, and $131,906 projection for Cannabound, which will already be less, so a rough projection would be in the $300,000 payment range.

8.3 2026 Meeting Calendar: City Council and Advisory Boards

The staff report was presented.

Moved by Mayor Dietz and seconded by Councilmember Wagner to approve, the 2026 City Council and Advisory Boards meeting calendars. Motion carried 5-0.

9. MOTION TO ADJOURN REGULAR MEETING

Moved by Councilmember Wagner and seconded by Mayor Dietz to adjourn the meeting. Motion carried 5-0.

The regular meeting adjourned at 8:34 p.m. Mayor Dietz called the work session to order at 8:42 p.m.

10. WORK SESSION

10.1 Ebikes/Scooters on City Sidewalks and Trails

The staff report was presented.

The Council discussed with staff regarding the different types of E-bikes and scooters, how fast they can

travel, and safety concerns.

Chief Kuhnly and Parks and Recreation Commissioner Dave Anderson were in attendance.

Mayor Dietz asked if they could paint a white line down the middle of the trails and say one side bikes, one side walkers.

Mr. Shelby stated that it is a possibility, and they will be looking into that.

Mr. Shelby asked if they should include sidewalks and downtown.

Mr. Anderson explained that E-Bikes can be ridden on pavement, and the only dirt trail they can ride on is a class one at Hillside, and scooters can ride on pavement. He stated that nothing can ride on grass or unpaved trails. He further explained that E-bikes have created a whole new world for pedestrians, and our trails were originally planned for pedestrians. He expressed that he doesn't like scooters or E-bikes on trails, but they kind of have to be there. He stated what you do with sidewalks is a different topic, but there has to be some kind of restrictions on sidewalks. He also stated that you actually cannot split the trails with half pedestrians, half E-Bikes because you don't want two E-bikes coming at each other on a 4-foot path. He added, if you have rules, then people know the rules; right now, no one knows the rules.

Mayor Dietz asked Chief Kuhly if he thinks they should differentiate sidewalks in certain areas that are heavily populated, like downtown. Chief Kuhly stated that his concern is that kids are driving these, and they only know how to navigate sidewalks, not streets, and is concerned that if we say no scooters on sidewalks and put kids on the roadway, then kids are just going to cut across the roadways, because they don't know any different. He understands that there is a concern regarding the speed, but he is more concerned about putting a kid on the road who doesn't know how to navigate the roadway.

Councilmember Wagner asked if they could start with the trails and not the sidewalks yet, then start the conversation about sidewalks later, and start educating people.

The Council directed staff to move forward with the ordinance pertaining to trails and take out sidewalks.

10.2 Northbound Capital Improvements

The staff report was presented

Mr. Stremcha handed the Council information regarding the last five years in sales and profits.

Mr. Portner stated that they have the direction they need to move forward from the decisions made earlier in the meeting. They will present the numbers as they receive them.

Staff will meet with the architect and bring information back to the Council.

10.3 Vehicle Acquisition and Replacement Policy Manual

The staff report was presented.

The Council reviewed the suggested policy and gave direction for Mr. Litfin to move forward with the plan.

10.4 Red Dot Pistol Sights

The staff report was presented.

Mayor Dietz asked if it was a one-time expense. Chief Kuhly explained that the pistol itself is a one-time purchase, and the red dot is a one-time purchase, with the possibility of replacement over time for the red dot. He stated they last for 5-7 years.

Mayor Dietz asked if we knew for sure if there would be a surplus for the purchase. Mr. Portner stated we would have to get back to the Council with the numbers.

The Council gave him direction to continue to move forward with the plan.

11. MOTION TO ADJOURN

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

The meeting adjourned at 9:32 p.m.

Minutes prepared by Jolene Richter.

12. INFORMATION

12.1 November Financial Statements

_____ _____

John J. Dietz, Mayor Jolene Richter, Deputy Clerk

Request for Action

To
City Council

Item Number
4.5

Meeting Date
January 20, 2026

Prepared By
Zack Carlton, Community Development Director

Item Description
Resolution 26-05: Finding of Fact Denying a Variance Application for 17379 Twin Lakes Rd NW

Reviewed by
Cal Portner
Jolene Richter

Action Requested
Adopt Resolution 26-05 Making Findings of Fact Denying a Parking Variance and a Wetland Setback Variance Submitted by Patrick Briggs for 17379 Twin Lakes Rd NW.

Background/Discussion
During the December 15, 2025, City Council meeting, the Council reviewed an application for two variances (Case No. V 25-21). One, to allow construction of fewer parking spaces than required under city code, and two, to permit a six-foot encroachment into the wetland setback buffer at 17379 Twin Lakes Parkway.

After considering the request and receiving public comments, the Council directed staff to prepare a resolution making Findings of Fact denying the application based on the request not meeting the standards outlined in City Code Section 30-635. The complete record, including the findings, it attached for review.

If the Council has questions or disagrees with the findings, the item can be pulled from consent and discussed further.

Financial Impact
None

Mission/Policy/Goal
Appropriately govern in an ever-changing environment.

Attachments
1. Resolution 26-05 Making Findings of Fact
2. City Council and Board of Adjustments Staff Reports
3. DRAFT Board of Adjustments Minutes 11-25-2025
4. DRAFT Council Minutes 12-15-2025

City of Elk River
City Council

Resolution 26-05

A Resolution of the City Council of the City of Elk River Denying a Parking Count Variance and a Wetland Setback Variance at 17379 Twin Lakes Road NW

WHEREAS, Patrick Briggs, ("Applicant"), has applied ("Application") for two Variances (Case No. V 25-21), reducing the number of parking spaces required per residential unit when developing an apartment building and a six-foot encroachment into the wetland buffer strip setback at 17379 Twin Lakes Road NW, Elk River, MN ("Property"); and

WHEREAS, the record in this matter includes all of the materials submitted to the Board of Adjustments and City Council in connection with the Variance Application; including the staff reports and all attachments thereto, all other written materials submitted to the Board of Adjustments and City Council, and all staff presentations and other testimony taken at the public meetings considering the Application for the Variances, all of which is incorporated in and made a part of the findings of fact and this resolution; and

WHEREAS, the Board of Adjustments held a public hearing on November 25, 2025, to receive testimony and evidence from city staff, the Applicant and any other persons regarding the Application; and

WHEREAS, the Board of Adjustments denied the Application, stating that the request is the result of the Applicant's own action and that alternatives exist within the limits of the ordinance, which does not satisfy City Code § 30-635 (c) (2); and

WHEREAS, the Application was automatically appealed to the City Council, who held a public hearing on December 15, 2025, to receive testimony and evidence from city staff, the Applicant and any other persons regarding whether the Application should be approved; and

WHEREAS, the Applicant and all others wishing to speak were given the opportunity to present testimony to the Board of Adjustments and City Council; and

WHEREAS, the City Council, at the conclusion of its December 15, 2024, public hearing on the Application, directed staff to prepare a resolution making findings of fact denying the Application as the request does not satisfy City Code § 30-635 (c) (2), required for issuance of a variance.

NOW, THEREFORE, the City Council of the City of Elk River make the following:

FINDINGS

1. The Application requested a variance to allow construction of 2.0 parking stalls per residential unit.

2. The request is below the 2 ½ parking stalls per residential unit for multifamily projects required in § 30-903 (2) (a).

   City Code § 30-903. Minimum number of parking spaces. (2) Dwellings:
   a. Multiple-family dwelling, including attached townhouses over two units and townhomes: 2½ parking spaces per dwelling unit, one space of which must be completely enclosed.

3. The Application also requested a variance to allow a portion of the multifamily building to encroach up to six feet into the 20-foot wetland buffer setback.

4. City Code § 30-1852 (b) prohibits principal structures and all other impervious surfaces within the wetland buffer setback.

   City Code § 30-1852. – Performance standards.
   (b) W*etland buffer strip setback.* A minimum 20-foot setback from wetland buffer strips is hereby established by the city.
      i. No principle or accessory structures, patios, paving, or other impervious surface shall be located within this setback.

5. Upon reviewing the Application and receiving testimony during the December 15, 2025, public hearing, the City Council found that the plight is due to the Applicant's action. Furthermore, the property can be reasonably used without a reduction to the parking requirements in Sec. 30-903 or reducing the wetland buffer setback noted in Sec. 30-1852.

6. The Applicant's statement that the existing ingress/egress easement limits the development potential of the property, requiring approval of the

Application, does not account for possible design alternatives which would not require a variance.

7. City Code § 30-635 describes the findings required for approval of a variance. The Application and proposed project do not meet the required findings in City Code, specifically City Code § 30-635 (c) (2), as provided below:

   City Code § 30-635 (c) (2):

   (2) **The plight of the petitioner is due to circumstances unique to the property not a consequence of the petition's own action or inaction; and**
   The Applicant noted in their Application that the variance was necessary due to an existing ingress/egress easement that must be maintained to ensure access for the properties to the east. The project proposal can be modified to account for the easements presence and does not require the variance. The plight is due to the petition's own action, and should not be granted.

8. Taking into consideration all the testimony and evidence received, including statements from the applicant, staff reports, and the findings of the Board of Adjustments, the City Council finds that the plight stated in the Application is a consequence of the petition's own action. The Applicant has not established that they meet the requirements for a variance.

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, the City Council of the City of Elk River hereby denies the Variance Application V 25-21, requested a reduction to the number of parking spaces required per residential unit when developing an apartment building and a six-foot encroachment into the wetland buffer strip setback at 17379 Twin Lakes Road NW, Elk River, MN.

Passed and adopted this 20th day of January 2026.

_____
John J. Dietz, Mayor

ATTEST:

_____
Jolene Richter, Deputy City Clerk

Request for Action

To
City Council

Item Number
7.3

Meeting Date
December 15, 2025

Prepared By
Zack Carlton, Community Development Director

Item Description
Variance: Parking and Wetland Setback to Support Development of an Apartment Building, Pat Briggs - 17379 Twin Lakes Rd NW

Reviewed by
Chris Leeseberg
Cal Portner
Tina Allard

Action Requested
Direct staff to draft a resolution making Findings of Fact, denying two variances, one requesting a reduction in the number of parking stalls required for an apartment building, and second, a six-foot encroachment into the wetland buffer setback, as the following standard required for approval of a variance has not been met:

4. The plight of the petitioner is due to circumstances unique to the property and is a consequence of the petitioner's own action.

The City Council would consider the resolution on January 20, 2026.

Background/Discussion
The applicant, Patrick Briggs, is proposing the construction of a 59-unit multifamily apartment building at 17379 Twin Lakes Parkway. The property is 5.79 acres in size and includes one single-family home on the north side of the parcel. The current variance request supports the planned apartment building, but the application does not authorize construction. A separate administrative site plan review application is required.

Proposed variances include reducing the required number of stalls from the ordinance standard of 2.5 stalls/unit to 2.13 stalls and a six-foot encroachment in the wetland buffer setback. These types of parking requests have become common throughout the community, and a similar request was approved for the apartment building immediately north of the subject site. The proposed encroachment into the buffer/setback impacts six feet of the required 45-foot buffer and setback. The ordinance prohibits structures and impervious surfaces in this area, but maintained vegetation (turf) is allowed. The proposed building would be 39 feet from the wetland at the closest point, with a smaller encroachment of three feet (42 feet from the delineated wetland) for approximately 50 feet.

Civil plans include filling an existing wetland to accommodate the stormwater pond to treat the new impervious surfaces. This impact is not part of the variance request.

Public Hearing
The Board of Adjustments held a public hearing on November 25, 2025. Two residents, the neighbors to the east who also use the access easement through the parcel, spoke in opposition to the variance. They had

concerns that reducing the number of parking stalls would create a situation that encourages people to park in their driveways or on their properties. They also shared concerns with the apartment building north of their home, Clear Sky, and stated that there is a lot of garbage from tenants left out. They also stated that adding up to 120 new residents on the parcel would create a traffic hazard along Twin Lakes Road.

The Board of Adjustments reviewed the standards required for approval of a variance and focused on the criteria number four, requiring the variance to be unique to the property and not a result of the applicant's actions or preferences. The Board stated that the developer could build a smaller building and meet the ordinance without either variance. They unanimously denied the variance requests as criteria number four is not met.

Financial Impact
None

Mission/Policy/Goal
Responsibly grow\

Attachments
1. Board of Adjustments Memo dated November 25, 2025

Request for Action

To
Board of Adjustments

Item Number
5.2

Meeting Date
November 25, 2025

Prepared By
Zack Carlton, Community Development Director

Item Description
Variance: Parking and Wetland Setbacks in Support of an Apartment Building, Pat Briggs - 17379 Twin Lakes Rd NW

Reviewed by
Chris Leeseberg

Action Requested
Approve the variance request from Patrick Briggs for a parking variance, reducing the required stalls from 2.5/unit to the proposed 2.13/unit, and for a wetland buffer/setback variance for an encroachment of up to 6-feet into the wetland buffer setback, as the following standards have been met:

1. The general purpose and intent of the ordinance are met.
2. The property is guided for mixed-residential use, and the proposed 59-unit multifamily residential use is consistent with the Comprehensive Plan.
3. The proposed use is reasonable and is permitted in the zoning ordinance.
4. The plight of the petitioner is due to circumstances unique to the property, not a consequence of the petitioner's own action or inaction.
5. The variance will not alter the essential character of the locality.

and, subject to the following conditions.

1. The applicant must provide a proof-of-parking exhibit demonstrating that the site can support 2.5 stalls/unit if required.
2. All areas within the 20-foot wetland buffer setback must be vegetated and no additional impervious surfaces will be permitted.
3. The proposed wetland fill/impact must receive approval of a wetland replacement plan prior to issuance of a building permit.
4. The property will need to be platted into two lots prior to the issuance of building permits. One lot for the existing home and one lot for the proposed apartment.
5. The applicant must prepare and record an ingress/egress easement to preserve access for the two single-family homes east of the subject site which currently access their properties through the subject site.
6. The applicant must also prepare and record a utility easement to allow the extension of utilities from Twin Lakes Road right-of-way to the existing homes to the east.

Background/Discussion
The applicant, Patrick Briggs, is proposing construction of a 59-unit multi-family apartment building at 17379 Twin Lakes Parkway. The property is currently 5.79 acres in size and includes one single-family home on the north side of the parcel. The current variance request supports the planned apartment building, but this application does not authorize construction of the building. A separate administrative site plan review application is required.

Proposed variances include a reduced parking requirement – reducing the required number of stalls from the ordinance standard of 2.5 stalls/unit to 2.13 stalls. This type of parking request has become common throughout the community, and a similar request was approved for the apartment building immediately north of the subject site.

The proposed apartment building includes 53 studio units and 6 one-bedroom units. It is expected that this unit style will reduce the parking demand below the 2.5 stalls/unit required within the ordinance and is consistent with recent variances throughout the community. Staff included a typical requirement of an exhibit demonstrating proof-of-parking to show that the full parking requirement can be met if parking becomes a concern in the future.

The existing wetland on the property has been reviewed by the city's environmental staff. The proposed encroachment into the buffer/setback impacts 6 feet of the required 45-foot buffer and setback. Ordinance prohibits structures and impervious surfaces in this area, but maintained vegetation (turf) is allowed. The proposed building would be 39 feet from the delineated wetland and a small corner of the structure with a smaller encroachment of 3-feet (42-feet from delineated wetland) for approximately 50 feet.

Civil plans include filling an existing wetland to accommodate the stormwater pond to treat the new impervious surfaces. This impact is not part of the variance request and must be approved separately through a wetland replacement plan.

Applicable Regulations
The variance standards are outlined below. The applicant's responses are noted in italics.
A variance may be granted when the petitioner establishes that the variance satisfies all five of the criteria described below.

The variance is:
1. Is in harmony with the general purpose and intent of the ordinance, and

The zoning and Comprehensive plan are in alignment with owners use.

The parking variance has become a relatively common request either through a Planned Unit Development or with a variance. The city's experience with a parking variance of greater than 2 stalls/unit has generally not resulted in too few parking stalls to serve the buildings. The included condition of a proof of parking exhibit must show that additional parking can be constructed if parking becomes an issue in the future.

The wetland buffer setback has also become common, and with the condition that no additional impervious surfaces be placed within the buffer setback, the impact is supported by staff.
The variances are generally in harmony with the purpose and intent of the ordinance.

2. Is consistent with the City of Elk River comprehensive plan.

The zoning and Comprehensive plan are in alignment with owners use.

The Comprehensive Plan guides the property for mixed-residential uses, up to and including small-scale

apartment buildings. The building immediately north of the subject site includes 52 units (constructed in 2023) and carries the same land use classification.

The Comprehensive Plan generally supports the proposed use of a 59-unit apartment building.

Variances may be granted when the petitioner establishes that there are practical difficulties in complying with the zoning ordinance. Practical difficulties mean that:

3. The petitioner proposes to use the property in a reasonable manner not permitted by the zoning ordinance;

The parking request is in alignment with the general purpose of parking client vehicles on site with an established history of parking within city limits.

The owner is in alignment with the general purpose of managing the stormwater runoff rate equal to or less than existing conditions post development. All impervious surfaces will be drained to an infiltration basin on site.

The proposed parking deviation of greater than 2 stalls/unit has proven to be a reasonable use not otherwise permitted in the ordinance.

The civil plans demonstrate that the impervious encroachment into the wetland setback includes the roof of the building, which will direct runoff to the stormwater pond and not directly to the adjacent wetland.

4. The plight of the petitioner is due to circumstances unique to the property, not a consequence of the petition's own action or inaction; and

Due to the uniqueness of an easement serving two additional parcels, we are limited to the practicality of space on said site.

Due to the uniqueness of an easement serving two additional parcels, we are limited to the practicality of moving the basin to the north. The building is an L-shaped building. The 90-degree angle on the inside corner would be impractical to construct at a 65-degree angle. We also considered removing the sidewalk between the building and parking lot. However, it is much more practical and safer to have dedicated space for pedestrian traffic to and from their vehicles in the parking lot and the structure on the southwest corner of apartment homes.

The applicant states that the practical difficulties lie in preserving free and clear access for the parcels to the east – both of which currently access their properties through the site. One of the homes was constructed in 1972 and the other in 1978, neither directly abut a public street and do not have any other means of access to their properties. The access easement connection noted by the applicant must be maintained in the same location as it is today.

5. The variance, if granted, will not alter the essential character of the locality.

We are not altering the character of the site.

We are not altering the character of the zoning of the site.

The proposed apartment building is similar in size and scale to the parcels immediately north and south of the subject site. All of these facilities are located along Twin Lakes Road and will not alter the essential character of the locality.

If the Board of Adjustments denies the request, or an appeal is made by any interested party by December 5, 2025, the variance will be reviewed by the City Council on Monday, December 15, at 6:00 p.m.

Financial Impact

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

Attachments
1. Location Map
2. Preliminary Civil Plans
3. Elk River Concept

Project Location Map

Briggs

Variance

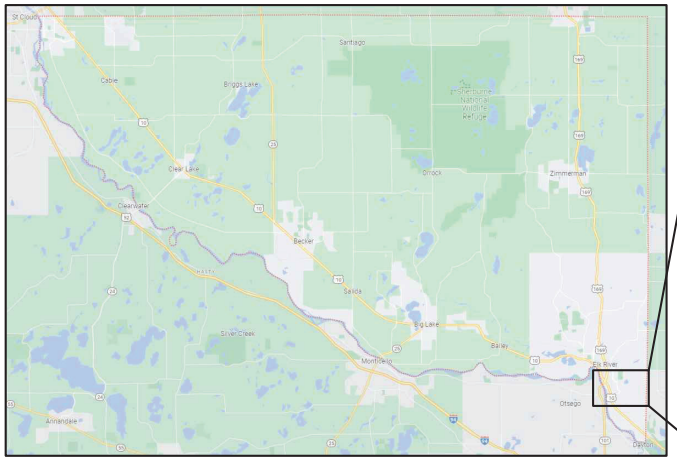
Case No: V 25-21

BRIGGS ELK RIVER PLAT
PAT BRIGGS
17379 TWIN LAKES ROAD NW
CITY OF ELK RIVER, SHERBURNE COUNTY, MN
OCTOBER 2025
PRELIMINARY PLANS

CIVIL & SURVEY PLANS PREPARED BY:

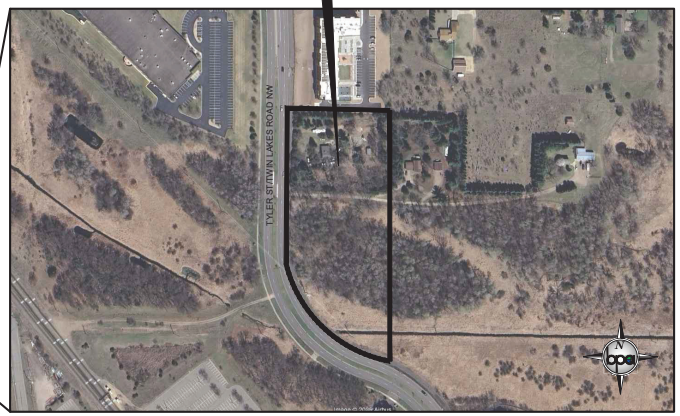
Bogart, Pederson & Associates, Inc.
CIVIL ENGINEERING
LAND SURVEYING
ENVIRONMENTAL SERVICES
Traditional Values · Creative Solutions

Civil Plans	
Sheet Number	Sheet Title
	Cover
C1	Demolition Plan
C2	Site Plan
C3	Grading Plan
C4	Utility Plan
C5	Erosion Control Plan
C6	SWPPP Narrative
C7	Details
C8	Details
C9	Details
C10	Details
C11	Details
C12	Landscape Plan
C13	Fire Protection Plan



SHERBURNE COUNTY, MINNESOTA

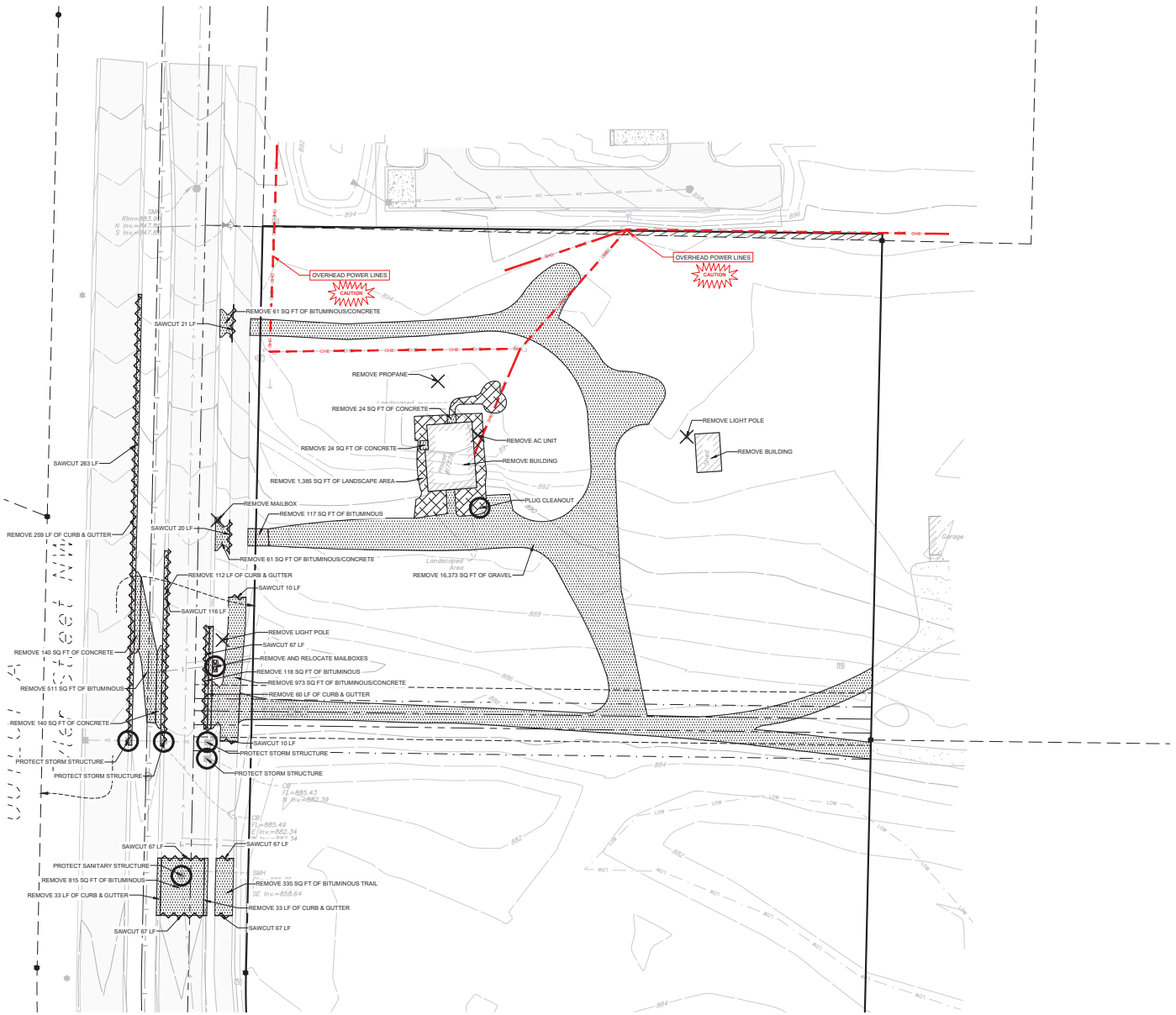
PROJECT LOCATION



VICINITY MAP

REV NO.	DATE	DESCRIPTION

PRIVATE UTILITIES SHOWN ARE QUALITY LEVEL D.
QUALITY LEVEL D PROVIDES THE MOST BASIC LEVEL OF INFORMATION. IT INVOLVES COLLECTING DATA FROM EXISTING UTILITY RECORDS. RECORDS MAY INCLUDE AS-BUILT DRAWINGS, DISTRIBUTION AND SERVICES MAPS, EXISTING GEOGRAPHIC INFORMATION SYSTEM DATABASES, CONSTRUCTION PLANS, ETC.



LEGEND:

- REMOVE PAVEMENT SECTION (AS INDICATED).
- REMOVE EXISTING TREES (AS INDICATED)
- REMOVE EXISTING LANDSCAPING (AS INDICATED)
- REMOVE FEATURE (AS INDICATED)
- SALVAGE (AS INDICATED)
- SAW-CUT

0' 20' 40'
SCALE: 1"=20'

DEMOLITION GENERAL NOTES:

1. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM OR COORDINATE ALL UTILITY CONNECTIONS AND RELOCATIONS FROM EXISTING UTILITY LOCATIONS TO THE PROPOSED BUILDING, AS WELL AS TO ALL ON-SITE AMENITIES. THESE CONNECTIONS INCLUDE BUT ARE NOT LIMITED TO WATER, SANITARY SEWER, UNDERGROUND GAS, ETC.
2. THE CONNECTIONS SHALL BE PERFORMED IN ACCORDANCE WITH STATE AND LOCAL STANDARD SPECIFICATIONS FOR CONSTRUCTION. UTILITY CONNECTIONS (UNDERGROUND GAS, WATERMAIN, AND STORM SEWER) MAY REQUIRE A PERMIT FROM THE CITY.
3. THE CONTRACTOR SHALL VERIFY THE ELEVATIONS AT PROPOSED CONNECTIONS TO EXISTING UTILITIES PRIOR TO ANY DEMOLITION.
4. CONTRACTOR SHALL COORDINATE WITH THE CITY OF ELK RIVER FOR ALL UTILITY DISCONNECTIONS, SERVICE TERMINATIONS AND REMOVALS. CONTRACTOR SHALL COORDINATE UTILITY DISCONNECTIONS AND RELOCATIONS WITH THE UTILITY PROVIDERS PRIOR TO THE START OF CONSTRUCTION. ALL SERVICE CONNECTIONS/DISCONNECTIONS SHALL BE PERFORMED IN ACCORDANCE WITH STATE AND LOCAL STANDARD SPECIFICATIONS FOR CONSTRUCTION. CONTRACTOR SHALL OBTAIN ALL NECESSARY STATE AND LOCAL PERMITS NECESSARY FOR UTILITY CONSTRUCTION AND WORK WITHIN ADJACENT RIGHT-OF-WAYS.
5. IF DEWATERING IS REQUIRED FOR THIS PROJECT, THE PUMP DISCHARGE SHALL BE TREATED PRIOR TO BEING DISCHARGED OFF-SITE OR INTO A SURFACE WATER. THE DISCHARGE SHALL BE VISUALLY CHECKED TO ENSURE THAT IT IS VISIBLY CLEAN WATER.
6. CONTRACTOR SHALL PROTECT UTILITIES, STRUCTURES AND TREES (NOTED AND NOT NOTED) TO REMAIN AND SHALL BE RESPONSIBLE TO REPAIR DAMAGES TO ANY FEATURES TO REMAIN.
7. TREES 6" AND LARGER AND OTHER NOTABLE VEGETATION WERE IDENTIFIED AND LOCATED DURING THE COURSE OF THE SURVEY. CONTRACTOR SHALL FIELD VERIFY THE EXISTING CONDITIONS OF THE PROJECT AREA AND REMOVE ALL TREES NOT DESIGNATED TO BE SAVED AND PROTECTED. ALL TREES, DEBRIS, ROOTS, BOULDERS AND TOPSOIL SHALL BE REMOVED FROM THE SITE.

CALL 48 HOURS BEFORE DIGGING:
GOPHER STATE ONE CALL
TWIN CITY AREA 651-454-0002
MINNESOTA TOLL FREE 1-800-252-1166

REV NO.	DATE	DESCRIPTION

DATE: 10/27/2025
DESIGN BY: MJM
DRAWN BY: DML
CHECKED BY: CJD
DWG FILE: DEMOLITION
FILE NO.: 24-0290.00

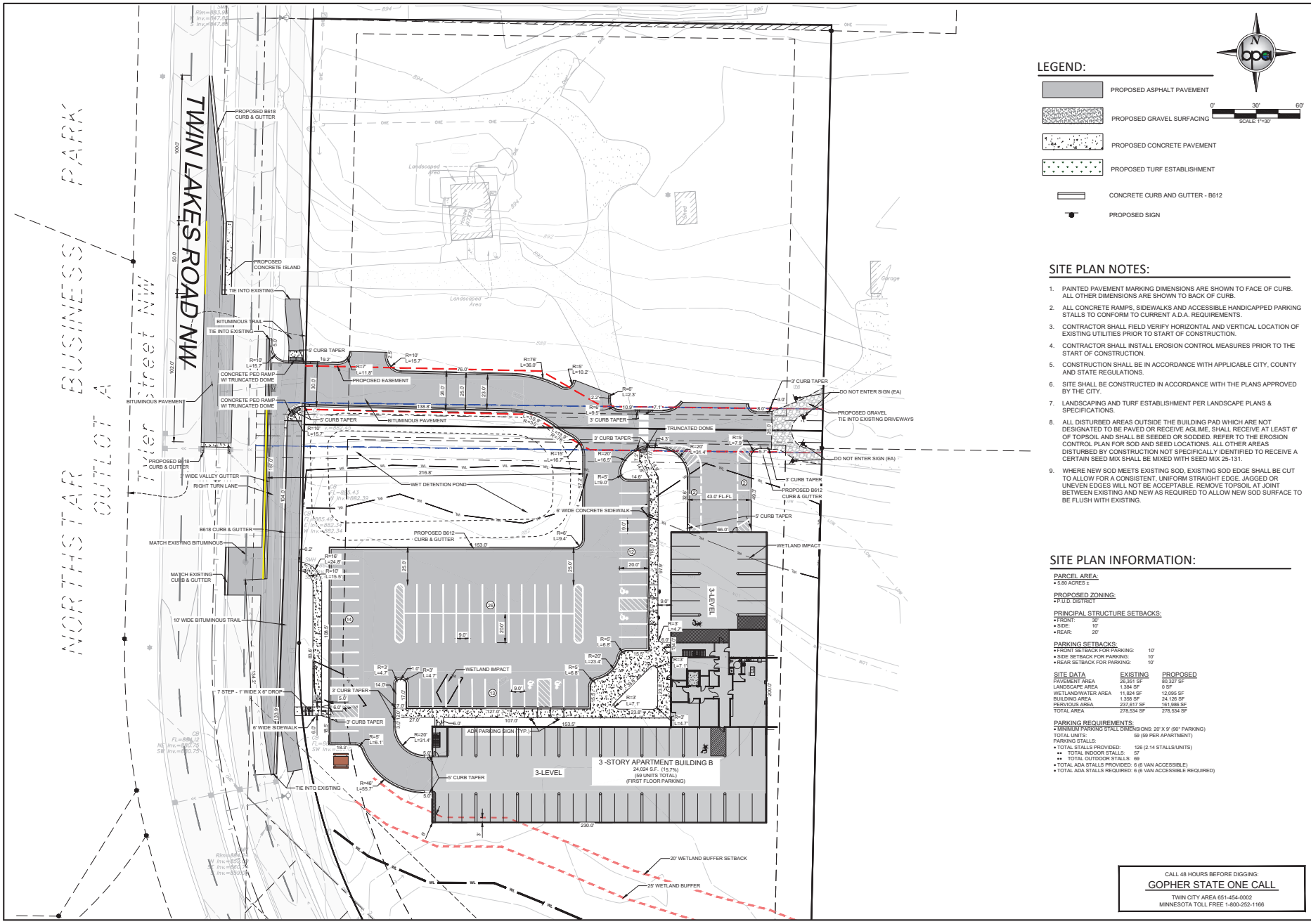
NOT FOR CONSTRUCTION

BOGART, PEDERSON & ASSOCIATES, INC.
LAND SURVEYING
CIVIL ENGINEERING
ENVIRONMENTAL SERVICES
13179 FIRST STREET, BECKER, MN 55308-9322
TEL: 763-262-8822 FAX: 763-262-8844

BRIGGS ELK RIVER PLAT
City of Elk River, Sherburne County, MN

DEMOLITION PLAN

SHEET NO.
C1



LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED GRAVEL SURFACING
- PROPOSED CONCRETE PAVEMENT
- PROPOSED TURF ESTABLISHMENT
- CONCRETE CURB AND GUTTER - B612
- PROPOSED SIGN

0' 30' 60'
SCALE: 1"=30'

SITE PLAN NOTES:

1. PAINTED PAVEMENT MARKING DIMENSIONS ARE SHOWN TO FACE OF CURB. ALL OTHER DIMENSIONS ARE SHOWN TO BACK OF CURB.
2. ALL CONCRETE RAMPS, SIDEWALKS AND ACCESSIBLE HANDICAPPED PARKING STALLS TO CONFORM TO CURRENT A.D.A. REQUIREMENTS.
3. CONTRACTOR SHALL FIELD VERIFY HORIZONTAL AND VERTICAL LOCATION OF EXISTING UTILITIES PRIOR TO START OF CONSTRUCTION.
4. CONTRACTOR SHALL INSTALL EROSION CONTROL MEASURES PRIOR TO THE START OF CONSTRUCTION.
5. CONSTRUCTION SHALL BE IN ACCORDANCE WITH APPLICABLE CITY, COUNTY AND STATE REGULATIONS.
6. SITE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE PLANS APPROVED BY THE CITY.
7. LANDSCAPING AND TURF ESTABLISHMENT PER LANDSCAPE PLANS & SPECIFICATIONS.
8. ALL DISTURBED AREAS OUTSIDE THE BUILDING PAD WHICH ARE NOT DESIGNATED TO BE PAVED OR RECEIVE ACLIME, SHALL RECEIVE AT LEAST 6" OF TOPSOIL AND SHALL BE SEEDED OR SODDED. REFER TO THE EROSION CONTROL PLAN FOR SOD AND SEED LOCATIONS. ALL OTHER AREAS DISTURBED BY CONSTRUCTION NOT SPECIFICALLY IDENTIFIED TO RECEIVE A CERTAIN SEED MIX SHALL BE MIXED WITH SEED MIX 25-131.
9. WHERE NEW SOD MEETS EXISTING SOD, EXISTING SOD EDGE SHALL BE CUT TO ALLOW FOR A CONSISTENT, UNIFORM STRAIGHT EDGE. JAGGED OR UNEVEN EDGES WILL NOT BE ACCEPTABLE. REMOVE TOPSOIL AT JOINT BETWEEN EXISTING AND NEW AS REQUIRED TO ALLOW NEW SOD SURFACE TO BE FLUSH WITH EXISTING.

SITE PLAN INFORMATION:

PARCEL AREA:
- 5.80 ACRES ±

PROPOSED ZONING:
- P.U.D. DISTRICT

PRINCIPAL STRUCTURE SETBACKS:
- FRONT: 30'
- SIDE: 10'
- REAR: 20'

PARKING SETBACKS:
- FRONT SETBACK FOR PARKING: 10'
- SIDE SETBACK FOR PARKING: 10'
- REAR SETBACK FOR PARKING: 10'

SITE DATA	EXISTING	PROPOSED
PAVEMENT AREA	26,351 SF	80,327 SF
LANDSCAPE AREA	1,384 SF	0 SF
WETLAND/WATER AREA	11,824 SF	12,095 SF
BUILDING AREA	1,358 SF	24,126 SF
PERVIOUS AREA	237,617 SF	161,986 SF
TOTAL AREA	278,534 SF	278,534 SF

PARKING REQUIREMENTS:
- MINIMUM PARKING STALL DIMENSIONS: 20' X 9' (90° PARKING)

TOTAL UNITS: 59 (59 PER APARTMENT)

PARKING STALLS:
- TOTAL STALLS PROVIDED: 126 (2.14 STALLS/UNITS)
  - •• TOTAL INDOOR STALLS: 57
  - •• TOTAL OUTDOOR STALLS: 69
- TOTAL ADA STALLS PROVIDED: 6 (6 VAN ACCESSIBLE)
- TOTAL ADA STALLS REQUIRED: 6 (6 VAN ACCESSIBLE REQUIRED)

CALL 48 HOURS BEFORE DIGGING:
GOPHER STATE ONE CALL
TWIN CITY AREA 651-454-0002
MINNESOTA TOLL FREE 1-800-252-1166

REV NO.	DATE	DESCRIPTION

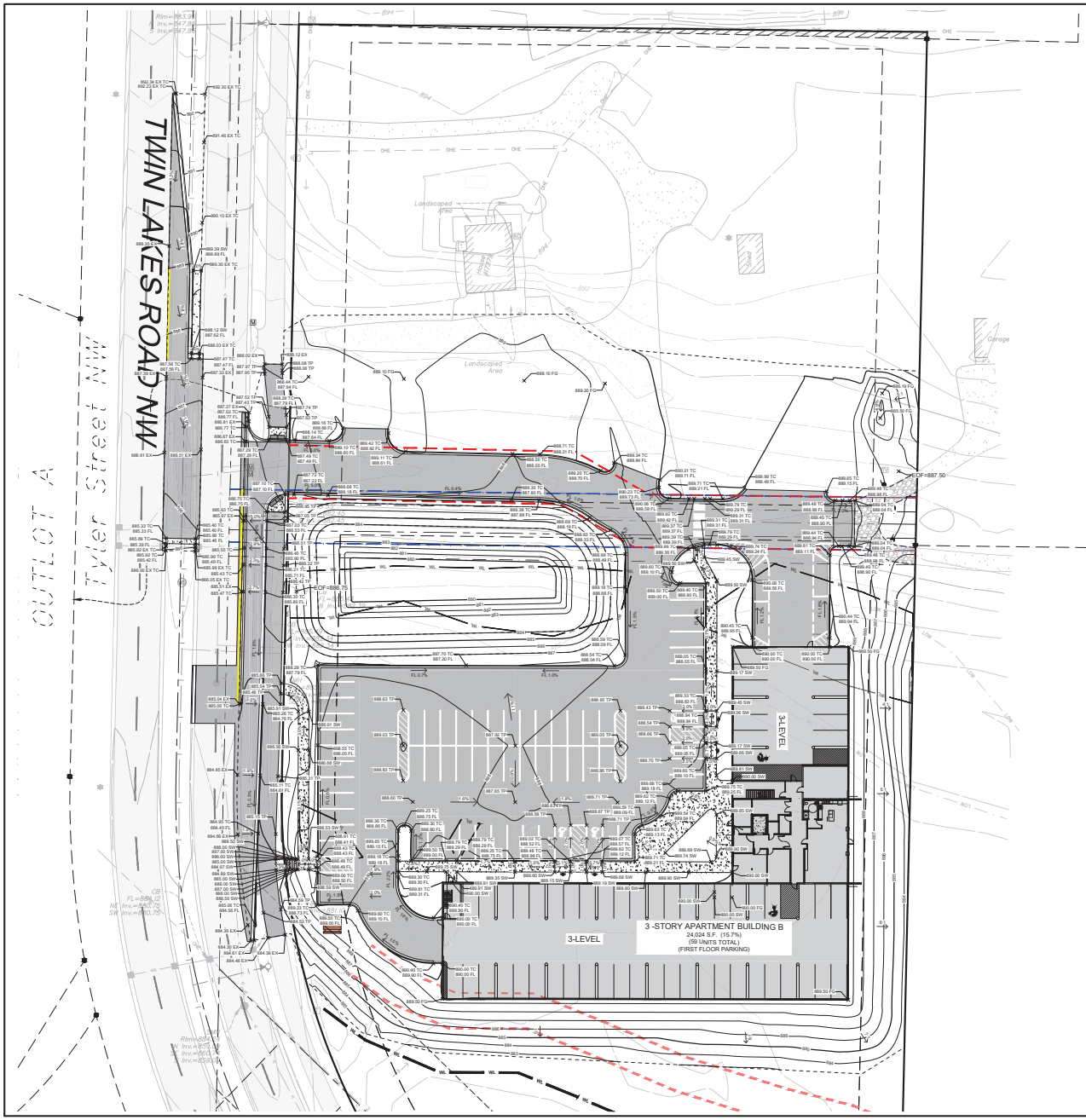
DATE: 10/24/2025
DESIGN BY: MJM
DRAWN BY: DML
CHECKED BY: CJD
DWG FILE: SITE BASE
FILE NO.: 24-0290.00

NOT FOR CONSTRUCTION

BOGART, PEDERSON & ASSOCIATES, INC.
LAND SURVEYING
CIVIL ENGINEERING
ENVIRONMENTAL SERVICES
13179 FIRST STREET, BECKER, MN 55308-9322
TEL: 763-262-8822 FAX: 763-262-8844

BRIGGS ELK RIVER PLAT
City of Elk River, Sherburne County, MN
SITE PLAN

SHEET NO.
C2



LEGEND:

- PROPOSED RIP RAP
- 980.50 TC — NEW TOP-BACK OF CURB ELEVATION
- 980.50 FL — NEW FLOW LINE OF CURB ELEVATION
- 980.50 SW — NEW SIDEWALK ELEVATION
- 980.50 TP — NEW TOP OF PAVEMENT ELEVATION
- 980.50 TG — NEW TOP OF GRAVEL ELEVATION
- 980.50 FG — NEW FINISHED GRADE ELEVATION
- 980.50 EX — EXISTING ELEVATION
- 984 — PROPOSED CONTOUR
- PROPOSED SLOPE
- E.O.F. — EMERGENCY OVERFLOW

0' 30' 60'
SCALE: 1"=30'

GRADING GENERAL NOTES:

1. THE CONTRACTOR SHALL NOTE ANY DISCREPANCIES BETWEEN EXISTING CONDITIONS IN THE FIELD REPRESENTED WITHIN THE PLANS AS SHOWN AND ALERT THE ENGINEER BEFORE BIDDING THE PROJECT AND BEGINNING CONSTRUCTION.
2. CONTRACTOR SHALL LOCATE AND VERIFY ALL UTILITIES WHICH MAY AFFECT THIS WORK AND NOTIFY THE OWNER OF ANY CHANGES. CONTACT LOCAL UTILITY COMPANIES FOR EXACT LOCATIONS PRIOR TO BIDDING THE PROJECT AND COMMENCING WORK.
3. CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT SILT AND DEBRIS RUN-OFF DURING GRADING OPERATIONS (I.E. SILT FENCE, STRAW BALES, ETC.).
4. CONTRACTOR SHALL VERIFY CRITICAL ELEVATIONS TO ENSURE CONFORMANCE WITH GRADING PLAN, PARTICULARLY WITH EXISTING STRUCTURES AND/OR PAVEMENTS TO REMAIN. MEET EXISTING GRADES ALONG STREETS, PROPERTY LINES, AND DRIVEWAY ENTRANCES. RESTORE ALL PAVEMENTS THAT REMAIN TO THEIR ORIGINAL IF NOT BETTER CONDITION. NOTIFY OWNER OF ANY CONFLICTS PRIOR TO BIDDING THE PROJECT.
5. TURF ESTABLISHMENT AREAS SHALL RECEIVE MINIMUM OF 4" DEPTH AS MEASURED IN PLACE OF TOPSOIL. TOPSOIL SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR. ALL GRADED SLOPES GREATER THAN OR EQUAL TO 5:1 SHALL BE HYDROSEEDED, EROSION CONTROL BLANKETED, OR MULCHED TO HELP STABILIZE THE SLOPES BY GENERAL CONTRACTOR.
6. PROPOSED SPOT ELEVATIONS ARE TO THE TOP OF CURB UNLESS NOTED OTHERWISE. ELEVATION OF FLOW LINE IS 6" BELOW TOP OF CURB UNLESS OTHERWISE SHOWN.
7. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR DETERMINING QUANTITIES OF CUT, FILL AND WASTE MATERIALS TO BE HANDLED, AND FOR AMOUNT OF GRADING TO BE DONE IN ORDER TO COMPLETELY PERFORM ALL WORK INDICATED ON THE DRAWINGS. IMPORT SUITABLE MATERIAL AND EXPORT UNSUITABLE / EXCESS / WASTE MATERIAL AS REQUIRED. ALL COSTS ASSOCIATED WITH IMPORTING AND EXPORTING MATERIALS SHALL BE INCIDENTAL TO THE CONTRACT.
8. IT IS INTENDED THAT EARTHWORK (CUT VS. FILL) BALANCE ON SITE. THE CONTRACTOR SHALL SUBMIT THE QUANTITY OF MATERIAL AND AMOUNT OF ANTICIPATED GRADE ADJUSTMENT FOR REVIEW BY THE ENGINEER A MINIMUM OF FOUR WEEKDAYS PRIOR TO MAKING ADJUSTMENTS. ALL GRADE ADJUSTMENTS MUST BE APPROVED BY THE ENGINEER. NO ADDITIONAL COMPENSATION SHALL BE ALLOWED FOR WORK ASSOCIATED WITH GRADING ADJUSTMENTS, INCLUDING, BUT NOT LIMITED TO, EARTHWORK OPERATIONS, STORM SEWER PIPING AND STRUCTURE ADJUSTMENTS, CONSTRUCTION SURVEYING FOR ADJUSTING FEATURE LOCATIONS ACCORDINGLY, SILT FENCE, ETC.
9. FAILURE OF TURF DEVELOPMENT: IN THE EVENT THE CONTRACTOR FAILS TO PROVIDE AN ACCEPTABLE TURF, THE CONTRACTOR SHALL RE-SEED OR RE-SOD ALL APPLICABLE AREAS, AT NO ADDITIONAL COST TO THE OWNER, TO THE SATISFACTION OF THE ENGINEER.
10. ANY MANHOLE, CATCH BASIN, STORM SEWER, SANITARY SEWER, DRAINTILE, OR OTHER POTENTIAL SOURCE FOR CONTAMINATION SHALL BE INSTALLED AT LEAST 10 FEET HORIZONTALLY FROM ANY WATERMAIN PER MINNESOTA PLUMBING CODE. THIS ISOLATION DISTANCE SHALL BE MEASURED FROM THE OUTER EDGE OF THE PIPE TO THE OUTER EDGE OF THE CONTAMINATION SOURCE (OUTER EDGE OF STRUCTURES OR PIPING OR SIMILAR)
11. CONTRACTOR SHALL MAINTAIN DRAINAGE FROM EXISTING BUILDING AT ALL TIMES. PROVIDE TEMPORARY STORM SEWER (INCLUDING, BUT NOT LIMITED TO, CATCH BASINS, MANHOLES, PIPING, ETC.) AS REQUIRED. EXISTING STORM SEWER SHALL NOT BE REMOVED UNTIL TEMPORARY OR PERMANENT STORM SEWER IS INSTALLED AND FUNCTIONAL. COORDINATE ALL REMOVALS WITH APPROPRIATE TRADES (SITE UTILITY CONTRACTOR, MECHANICAL CONTRACTOR, ETC.) AS REQUIRED.

REV NO.	DATE	DESCRIPTION

DATE: 10/27/25
DESIGN BY: MJM
DRAWN BY: DML
CHECKED BY: CJD
DWG FILE: GRADING
FILE NO.: 24-0290.00

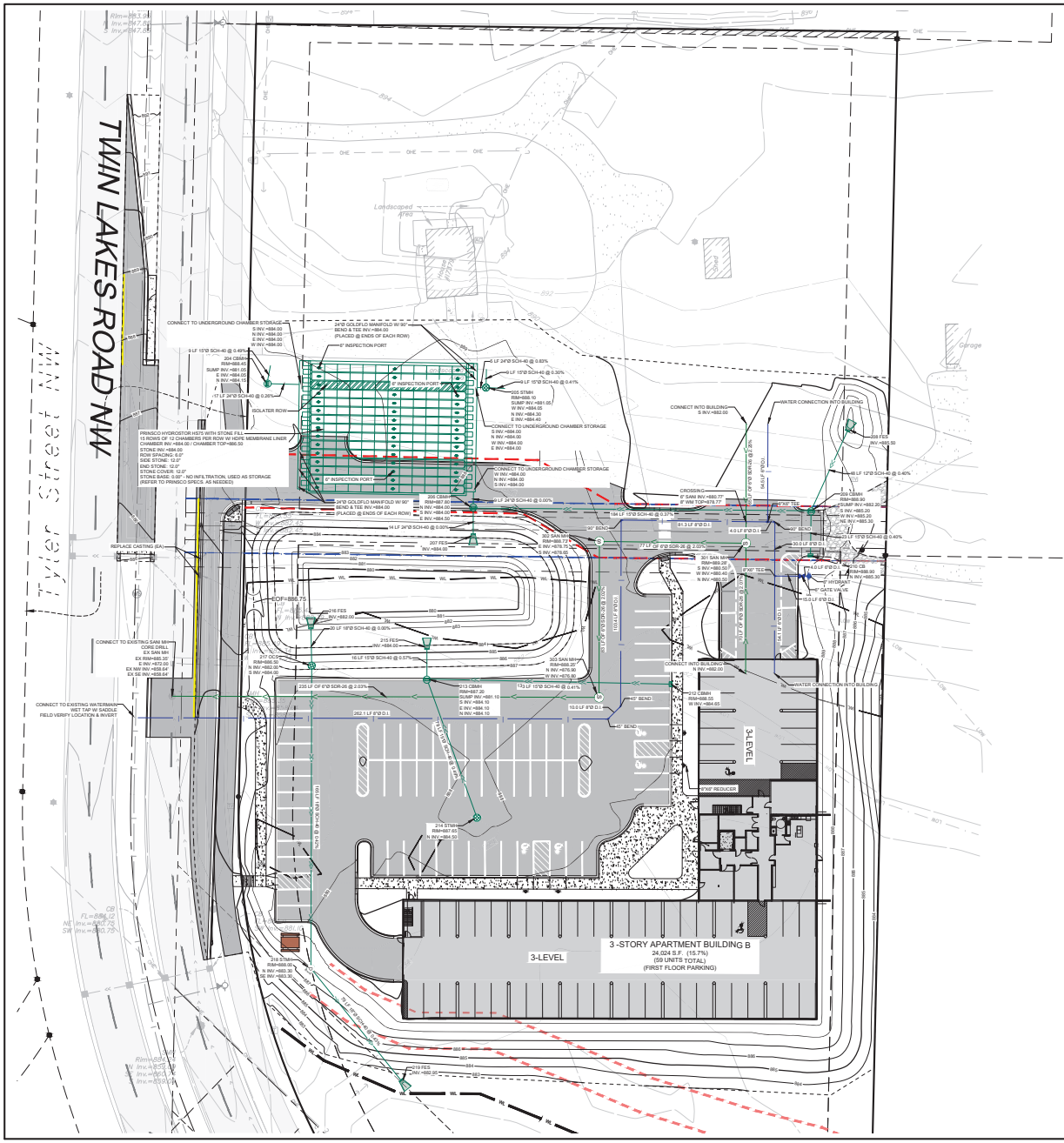
NOT FOR CONSTRUCTION

BOGART, PEDERSON & ASSOCIATES, INC.
LAND SURVEYING
CIVIL ENGINEERING
ENVIRONMENTAL SERVICES
13379 FIRST STREET, BECKER, MN 55308-9322
TEL: 763-262-8822 FAX: 763-262-8844

BRIGGS ELK RIVER PLAT
City of Elk River, Sherburne County, MN

GRADING PLAN

SHEET NO.
C3



LEGEND:

- PROPOSED STORM SEWER
- PROPOSED WATER LINE
- PROPOSED SANITARY SEWER
- PROPOSED FITTING
- PROPOSED WATER SERVICE
- PROPOSED SANITARY SERVICE
- PROPOSED SANITARY MANHOLE
- PROPOSED FLARED END SECITON
- PROPOSED STORM MANHOLE
- PROPOSED CATCH BASIN
- PROPOSED GATE VALVE & BOX
- PROPOSED HYDRANT
- PROPOSED CLEANOUT
- PROPOSED RIP RAP

0' 30' 60'
SCALE: 1"=30'

UTILITY GENERAL NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL UTILITY RELOCATIONS.
2. CONTRACTOR SHALL LOCATE AND VERIFY ALL UTILITIES WHICH MAY AFFECT THIS WORK AND NOTIFY OWNER OF ANY CHANGES. CONTACT LOCAL UTILITY COMPANIES FOR EXACT LOCATIONS PRIOR TO BIDDING THE PROJECT AND COMMENCING WORK.
3. CONTRACTOR SHALL VERIFY CRITICAL ELEVATIONS TO ENSURE CONFORMANCE WITH GRADING PLAN AND EXISTING UTILITIES, PARTICULARLY WITH EXISTING STRUCTURES AND/OR PAVEMENTS TO REMAIN.
4. THE CONTRACTOR SHALL NOTE ANY DISCREPANCIES BETWEEN EXISTING CONDITIONS AS EXISTING IN THE FIELD AND AS REPRESENTED WITHIN THE PLANS AS SHOWN AND ALERT THE ENGINEER BEFORE BIDDING THE PROJECT AND BEGINNING CONSTRUCTION.

WATER:

5. WATER LINE TO MINIMUM 8.0 FEET DEPTH.
6. ALL WATER LINES 4" OR GREATER SHALL BE DIP. ALL WATER LINES LESS THAT 4" SHALL CONFORM TO TYPE K COPPER PIPE.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING TWO CONSECUTIVE PASSING BACTERIOLOGICAL TESTS FROM THE PROPOSED WATER SERVICE.
8. CORPORATION STOP SHALL BE FORD MODEL # FB1001-6-IDR7-NL OR A.Y. MCDONALD MODEL # 74701B-33.
9. TAPPING SADDLE SHALL BE FORD MODEL # FS323 OR A.Y. MCDONALD # 372.
10. CURB STOP SHALL BE FORD MODEL # B66-666M-IDR7-NL.
11. CURB BOX SHALL BE FORD MODEL # EM2-80-56 OR A.Y. MCDONALD # 5614.
12. FOR WATER SERVICE LINES #12 AWG SOLID COPPER CLAD STEEL (CCS) WIRE WITH 30 MIL HIGH DENSITY POLYETHYLENE (HDPE) INSULATING JACKET, COLOR BLUE.

SEWER:

1. VERIFY INVERT ELEVATIONS OF EXISTING SANITARY LINE AT POINT OF CONNECTION WITH NEW SANITARY LINE PRIOR TO INSTALLING ANY NEW UTILITIES.
2. ALL CROSSING ELEVATIONS OF NEW UTILITIES & SIZES OF THE EXISTING UTILITIES ARE BASED ON ASSUMED ELEVATIONS AND SIZES PROVIDED BY THE SURVEY.
3. ALL STORM SEWER AND SANITARY SEWER SHALL MEET ASTM STANDARDS AS DESCRIBED:
   - 3.1. WHEN PIPE IS PLACED 10 FEET, OR GREATER, FROM ANY BUILDING, MANHOLE, POTABLE WATER LINE, OR OTHER PIPE LINE, IT SHALL BE SDR-35 PVC, OR EQUAL. THIS PIPE SHALL MEET OR EXCEED ASTM D2729.
   - 3.2. WHEN PIPE IS PLACED LESS THAN 10 FEET FROM ANY BUILDING, MANHOLE, POTABLE WATER LINE, OR OTHER PIPE LINE, IT SHALL BE SCHEDULE 40 PVC, OR EQUAL. THIS PIPE SHALL MEET OR EXCEED ASTM D1785 AND D2665.
   - 3.3. ALL JOINTS SHALL BE SOLVENT WELDED JOINTS AND USE ASTM F656 PURPLE PRIMER AND ASTM D2564 CEMENT.
4. ALL STORM SEWER PIPE OVER 18" IN DIAMETER SHALL BE RCP, CLASS III (MIN.), WITH FLEXIBLE WATERTIGHT JOINTS IN ACCORDANCE WITH ASTM C-361 OR PVC PIPE (ASTM D3034, SDR 35) INSTALLED IN ACCORDANCE WITH ASTM D2321, UNLESS OTHERWISE NOTED.
5. FLEXIBLE JOINTS AT STORM SEWER PIPE CONNECTIONS TO STRUCTURES:
   - 5.1. IN ACCORDANCE WITH MINNESOTA PLUMBING CODE, PROVIDE FLEXIBLE JOINTS AT ALL PIPE CONNECTIONS TO ALL STORM SEWER STRUCTURES.
   - 5.2. ACCEPTABLE MANUFACTURERS / PRODUCTS:
   - 5.3. FERNCO, "CONCRETE MANHOLE ADAPTORS" OR "LARGE-DIAMETER WATERSTOPS"
   - 5.4. PRESS-SEAL, WATERSTOP GROUTING RINGS" OR APPROVED EQUAI.
6. THE APPLICANT SHALL BE RESPONSIBLE FOR REPLACING ANY CONCRETE PAVEMENT WHICH IS DAMAGED OR REMOVED AS A RESULT OF THE PROPOSED WATER, SANITARY, STORM SEWER SERVICE INSTALLATION.
7. IF DEWATERING IS REQUIRED FOR THIS PROJECT, THE PUMP DISCHARGE SHALL BE TREATED PRIOR TO BEING DISCHARGED OFF-SITE OR INTO A SURFACE WATER. THE DISCHARGE SHALL BE VISUALLY CHECKED TO ENSURE THAT IT IS VISIBLY CLEAN WATER. NO DEWATERING IS EXPECTED FOR THIS SITE DUE TO SANDY SOIL CONDITIONS.
8. ALL EXISTING CASTINGS FOR SANITARY SEWER AND STORM STRUCTURES WITHIN PROPOSED WORK AREAS THAT ARE WITHIN THE CITY RIGHT OF WAY SHALL BE REPLACED IN KIND.
9. CONTRACTOR SHALL PROVIDE TEMPORARY TRAFFIC CONTROL PLAN FOR UTILITY INSTALLATION. TRAFFIC CONTROL SHALL BE INSTALLED PRIOR TO PAVEMENT REMOVAL AND REMOVED AFTER REPLACEMENT OF PAVEMENT IS COMPLETED.
10. CONTRACTOR SHALL CONFIRM FINAL ROOF DRAIN LOCATIONS SHOWN MATCH ARCHITECTURAL/MEP DRAWINGS.
11. ALL MANHOLES, CATCH BASINS, STORM SEWER PIPES, SANITARY SEWER PIPES, DRAINTILE, AND OTHER POTENTIAL SOURCE FOR CONTAMINATION SHALL BE INSTALLED AT LEAST 10 FEET HORIZONTALLY FROM ANY WATERMAIN PER SECTION 609.6.1 MINNESOTA PLUMBING CODE. THIS ISOLATION DISTANCE SHALL BE MEASURED FROM THE OUTER EDGE OF THE PIPE TO THE OUTER EDGE OF THE CONTAMINATION SOURCE (OUTER EDGE OF STRUCTURES OR PIPING OR SIMILAR).
12. CONTRACTOR SHALL MAINTAIN DRAINAGE FROM EXISTING BUILDING AT ALL TIMES. PROVIDE TEMPORARY STORM SEWER (INCLUDING, BUT NOT LIMITED TO, CATCH BASINS, MANHOLES, PIPING, ETC.) AS REQUIRED. EXISTING STORM SEWER SHALL NOT BE REMOVED UNTIL TEMPORARY OR PERMANENT STORM SEWER IS INSTALLED AND FUNCTIONAL. COORDINATE ALL REMOVALS WITH APPROPRIATE TRADES (SITE UTILITY CONTRACTOR, MECHANICAL CONTRACTOR, ETC.) AS REQUIRED.

REV NO.	DATE	DESCRIPTION

DATE: 10/27/2025
DESIGN BY: MJM
DRAWN BY: BML
CHECKED BY: CJD
DWG FILE: UTILITY
FILE NO.: 24-0290.00

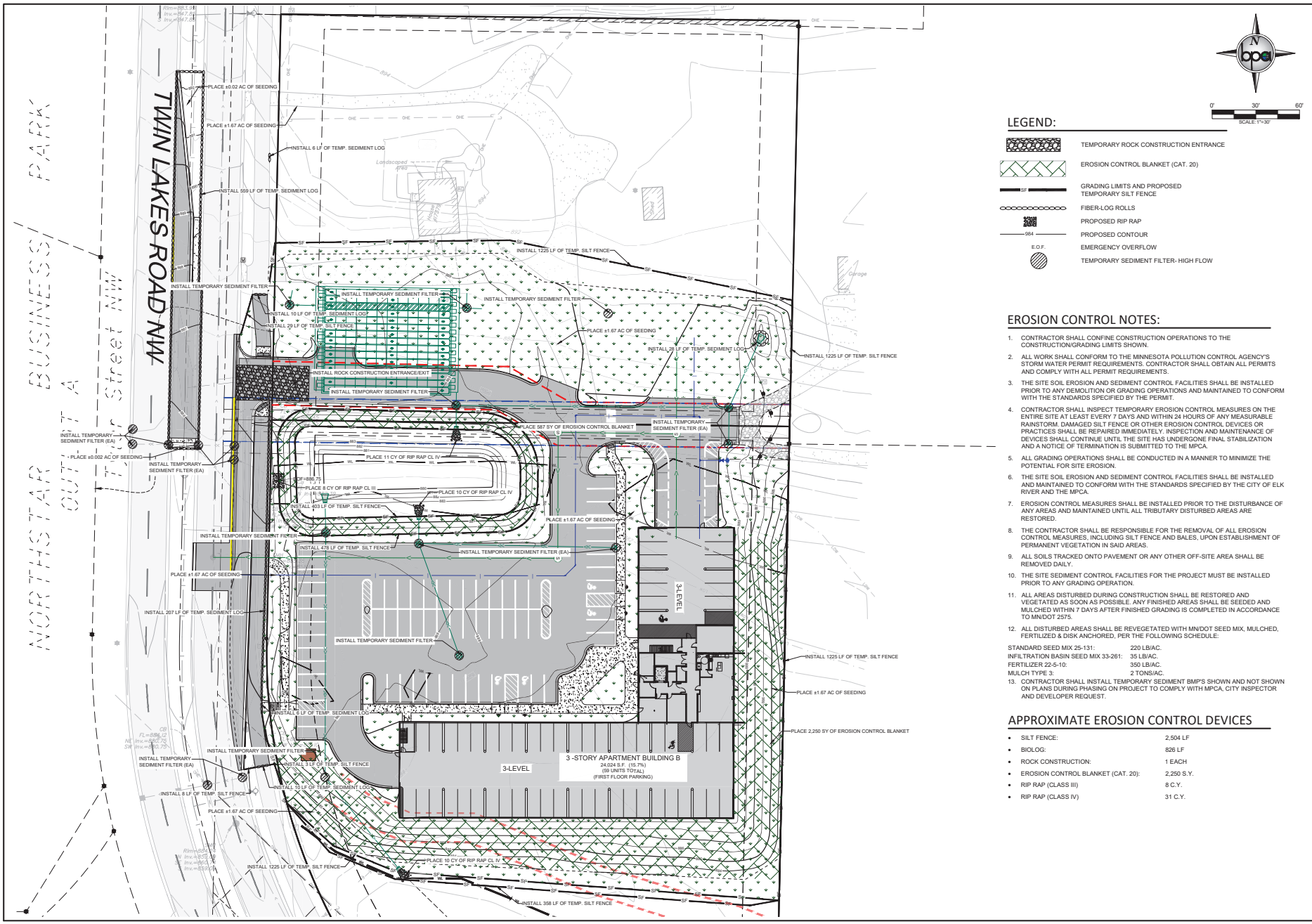
NOT FOR CONSTRUCTION

BOGART, PEDERSON & ASSOCIATES, INC.
LAND SURVEYING
CIVIL ENGINEERING
ENVIRONMENTAL SERVICES
13179 FIRST STREET, BECKER, MN 55308-9322
TEL: 763-262-9822 FAX: 763-262-9844

BRIGGS ELK RIVER PLAT
City of Elk River, Sherburne County, MN

UTILITY PLAN

SHEET NO.
C4



LEGEND:

- TEMPORARY ROCK CONSTRUCTION ENTRANCE
- EROSION CONTROL BLANKET (CAT. 20)
- GRADING LIMITS AND PROPOSED TEMPORARY SILT FENCE
- FIBER-LOG ROLLS
- PROPOSED RIP RAP
- PROPOSED CONTOUR
- EMERGENCY OVERFLOW
- TEMPORARY SEDIMENT FILTER- HIGH FLOW

EROSION CONTROL NOTES:

1. CONTRACTOR SHALL CONFINE CONSTRUCTION OPERATIONS TO THE CONSTRUCTION/GRADING LIMITS SHOWN.
2. ALL WORK SHALL CONFORM TO THE MINNESOTA POLLUTION CONTROL AGENCY'S STORM WATER PERMIT REQUIREMENTS. CONTRACTOR SHALL OBTAIN ALL PERMITS AND COMPLY WITH ALL PERMIT REQUIREMENTS.
3. THE SITE SOIL EROSION AND SEDIMENT CONTROL FACILITIES SHALL BE INSTALLED PRIOR TO ANY DEMOLITION OR GRADING OPERATIONS AND MAINTAINED TO CONFORM WITH THE STANDARDS SPECIFIED BY THE PERMIT.
4. CONTRACTOR SHALL INSPECT TEMPORARY EROSION CONTROL MEASURES ON THE ENTIRE SITE AT LEAST EVERY 7 DAYS AND WITHIN 24 HOURS OF ANY MEASURABLE RAINSTORM. DAMAGED SILT FENCE OR OTHER EROSION CONTROL DEVICES OR PRACTICES SHALL BE REPAIRED IMMEDIATELY. INSPECTION AND MAINTENANCE OF DEVICES SHALL CONTINUE UNTIL THE SITE HAS UNDERGONE FINAL STABILIZATION AND A NOTICE OF TERMINATION IS SUBMITTED TO THE MPCA.
5. ALL GRADING OPERATIONS SHALL BE CONDUCTED IN A MANNER TO MINIMIZE THE POTENTIAL FOR SITE EROSION.
6. THE SITE SOIL EROSION AND SEDIMENT CONTROL FACILITIES SHALL BE INSTALLED AND MAINTAINED TO CONFORM WITH THE STANDARDS SPECIFIED BY THE CITY OF ELK RIVER AND THE MPCA.
7. EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE DISTURBANCE OF ANY AREAS AND MAINTAINED UNTIL ALL TRIBUTARY DISTURBED AREAS ARE RESTORED.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL EROSION CONTROL MEASURES, INCLUDING SILT FENCE AND BALES, UPON ESTABLISHMENT OF PERMANENT VEGETATION IN SAID AREAS.
9. ALL SOILS TRACKED ONTO PAVEMENT OR ANY OTHER OFF-SITE AREA SHALL BE REMOVED DAILY.
10. THE SITE SEDIMENT CONTROL FACILITIES FOR THE PROJECT MUST BE INSTALLED PRIOR TO ANY GRADING OPERATION.
11. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED AND VEGETATED AS SOON AS POSSIBLE. ANY FINISHED AREAS SHALL BE SEEDED AND MULCHED WITHIN 7 DAYS AFTER FINISHED GRADING IS COMPLETED IN ACCORDANCE TO MN/DOT 2575.
12. ALL DISTURBED AREAS SHALL BE REVEGETATED WITH MN/DOT SEED MIX, MULCHED, FERTILIZED & DISK ANCHORED, PER THE FOLLOWING SCHEDULE:

STANDARD SEED MIX 25-131:	220 LB/AC.
INFILTRATION BASIN SEED MIX 33-261:	35 LB/AC.
FERTILIZER 22-5-10:	350 LB/AC.
MULCH TYPE 3:	2 TONS/AC.

13. CONTRACTOR SHALL INSTALL TEMPORARY SEDIMENT BMP'S SHOWN AND NOT SHOWN ON PLANS DURING PHASING ON PROJECT TO COMPLY WITH MPCA, CITY INSPECTOR AND DEVELOPER REQUEST.

APPROXIMATE EROSION CONTROL DEVICES

- SILT FENCE: 2,504 LF
- BIOLOG: 826 LF
- ROCK CONSTRUCTION: 1 EACH
- EROSION CONTROL BLANKET (CAT. 20): 2,250 S.Y.
- RIP RAP (CLASS III) 8 C.Y.
- RIP RAP (CLASS IV) 31 C.Y.

REV NO.	DESCRIPTION	DATE

DATE: 10/27/25
DESIGN BY: MJM
DRAWN BY: DML
CHECKED BY: CJD
DWG FILE: EROSION
FILE NO.: 24-0290.00

NOT FOR CONSTRUCTION

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CIVIL ENGINEERING
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13179 FIRST STREET, BECKER, MN 55308-9322
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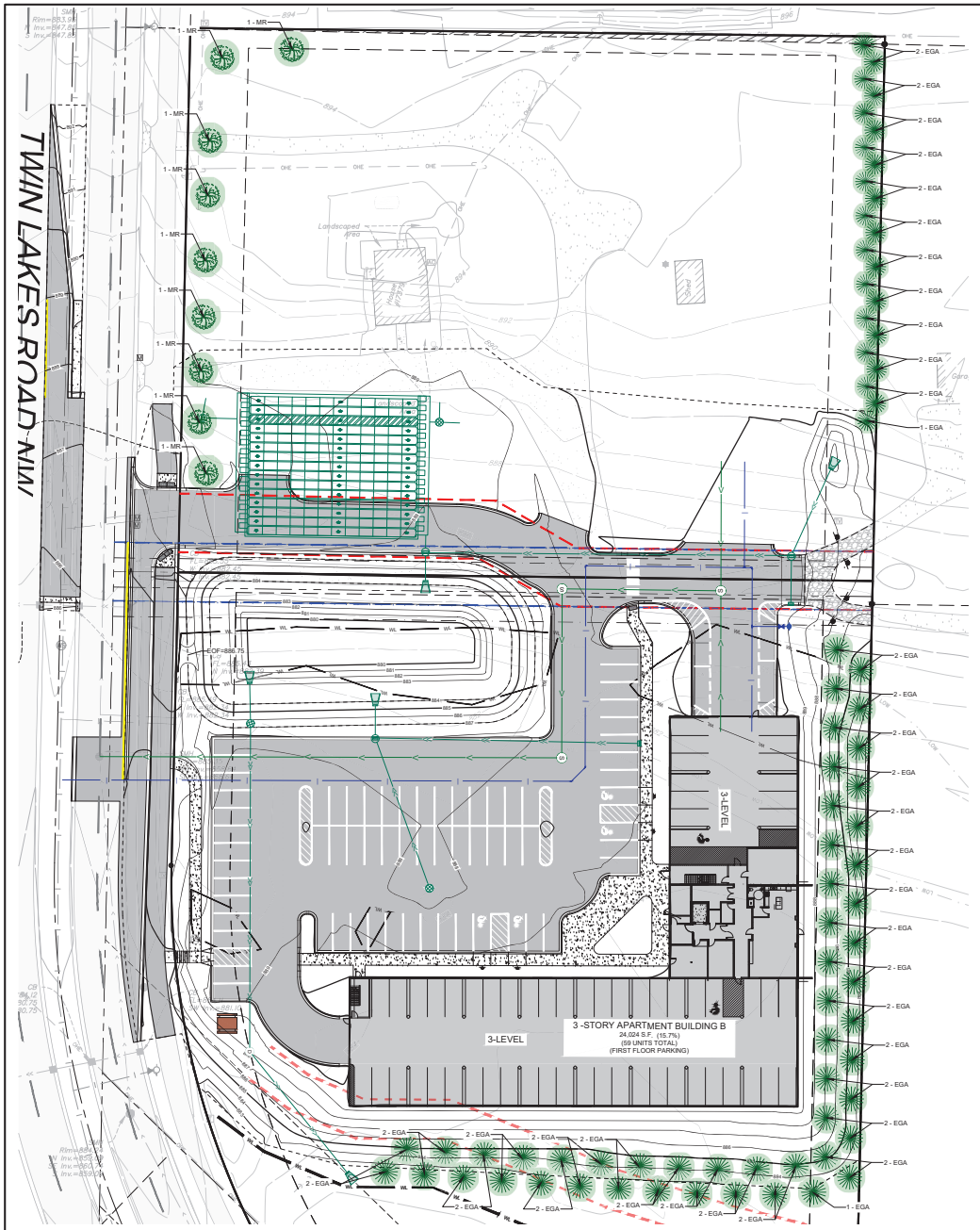
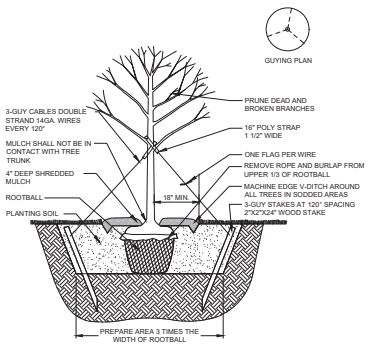
BRIGGS ELK RIVER PLAT
City of Elk River, Sherburne County, MN

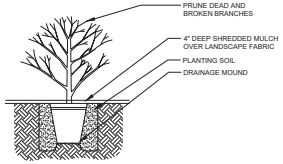
EROSION CONTROL PLAN

SHEET NO.
C5

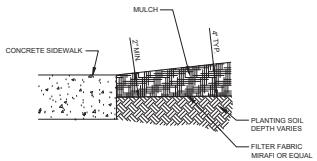




TREE PLANTING DETAIL
N.T.S.



SHRUB PLANTING DETAIL
N.T.S.



MULCH AT SIDEWALK DETAIL
N.T.S.

LEGEND:

- PROPOSED BITUMINOUS PAVEMENT
- PROPOSED CONCRETE PAVEMENT
- PROPOSED CONCRETE SIDEWALK
- PROPOSED TURF ESTABLISHMENT
- PROPOSED DOUBLE SHREDDED BROWN MULCH
- PROPOSED DECIDUOUS TREE
- PROPOSED CONIFEROUS TREE
- PROPOSED SHRUB

0' 30' 60'
SCALE: 1"=30'

LANDSCAPE REQUIREMENTS:

PER CITY OF ELK RIVER ZONING ORDINANCE:
ALL LANDSCAPING INCORPORATED IN SAID PLAN SHALL CONFORM TO THE FOLLOWING STANDARDS AND CRITERIA:

A. ALL PLANTS MUST AT LEAST EQUAL THE FOLLOWING MINIMUM SIZE:

	POTTED/BARE ROOT OR BALLED & BURLAPPED
SHADE TREES	2-INCH DIAMETER
HALF TREES	1-1/2 INCH DIAMETER
EVERGREEN	6 FEET HIGH
TALL SHRUBS & HEDGE MAT.	6 FEET HIGH
LOW SHRUBS - DECIDUOUS -EVERGREEN -SPREADING EVERGREENS	24 - 30 INCHES 24 - 30 INCHES 18 - 24 INCHES

B. LANDSCAPE GUARANTEE: ALL NEW PLANTS SHALL BE GUARANTEED FOR TWO (2) FULL YEARS FROM THE TIME PLANTING HAS BEEN COMPLETED. ALL PLANTS SHALL BE ALIVE AND IN SATISFACTORY GROWTH AT THE END OF THE GUARANTEE PERIOD OR BE REPLACED.

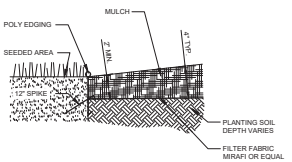
(SEE CITY ORDINANCE FOR FULL REQUIREMENTS)

LANDSCAPE NOTES:

1. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED AND VEGETATED AS SOON AS POSSIBLE. ANY FINISHED AREAS SHALL BE SEEDED AND MULCHED WITHIN 7 DAYS AFTER FINISHED GRADING IS COMPLETED IN ACCORDANCE TO MN/DOT 2575.
2. PLANTING SOIL SHALL CONSIST 1:1:1 CONSISTING OF 33% SELECT LOAMY TOPSOIL, 33% PEAT MOSS, 33% PIT RUN SAND.
3. ALL DISTURBED AREAS SHALL BE REVEGETATED WITH MN/DOT SEED MIX, MULCHED, & DISK ANCHORED, PER THE FOLLOWING SCHEDULE:

SEED MIX 25-131: 220 LB/AC.
MULCH TYPE 3: 2 TONS/AC.

QUANTITY	KEY	COMMON NAME	SCIENTIFIC NAME	SIZE	AVG. HEIGHT (UMN)	NOTES
DECIDUOUS TREES						
9	MR	MAPLE, RED	ACER RUBRUM	2" DIAMETER	40'+	STRAIGHT TRUNK, NO V-CROTCH
9	TOTAL					
CONIFEROUS TREES						
74	EGA	EMERALD GREEN ARBORVITAE	THUJA OCCIDENTALIS 'SMARAGD'	6' HIGH	10'+	
83	TOTAL					



MULCH AT SEEDED AREA DETAIL
N.T.S.

CALL 48 HOURS BEFORE DIGGING:
GOPHER STATE ONE CALL
TWIN CITY AREA 651-454-0002
MINNESOTA TOLL FREE 1-800-252-1166

REV NO.	DATE	DESCRIPTION

DATE: 10/27/2025
DESIGN BY: MJM
DRAWN BY: DML
CHECKED BY: CJD
DWG FILE: LANDSCAPE
FILE NO.: 24-0290.00

NOT FOR CONSTRUCTION

BOGART, PEDERSON & ASSOCIATES, INC.
LAND SURVEYING
CIVIL ENGINEERING
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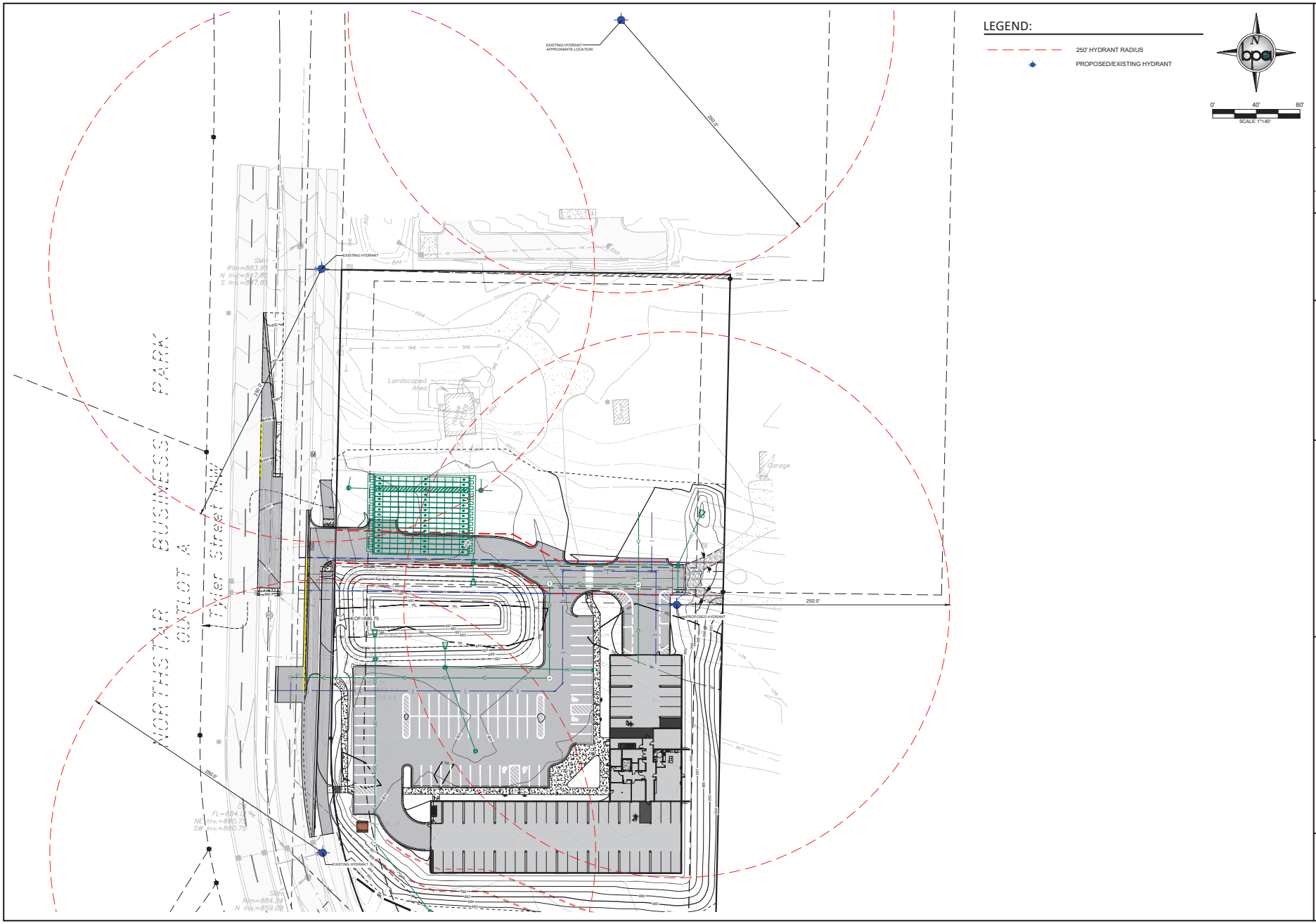
1370 FIRST STREET, BECKER, MN 55308-9322
TEL: 763-262-8822 FAX: 763-262-8844

BRIGGS ELK RIVER PLAT
City of Elk River, Sherburne County, MN

LANDSCAPE PLAN

SHEET NO.
C12



REV NO.	DATE	DESCRIPTION

DATE: 10/27/2025
DESIGN BY: MJM
DRAWN BY: DML
CHECKED BY: CJD
DWG FILE: FIRE PLAN
FILE NO.: 24-0290.00

NOT FOR CONSTRUCTION

BOGART, PEDERSON & ASSOCIATES, INC.
LAND SURVEYING
CIVIL ENGINEERING
ENVIRONMENTAL SERVICES
13170 FIRST STREET, BECKER, MN 55308-9322
TEL: 763-262-9822 FAX: 763-262-9844

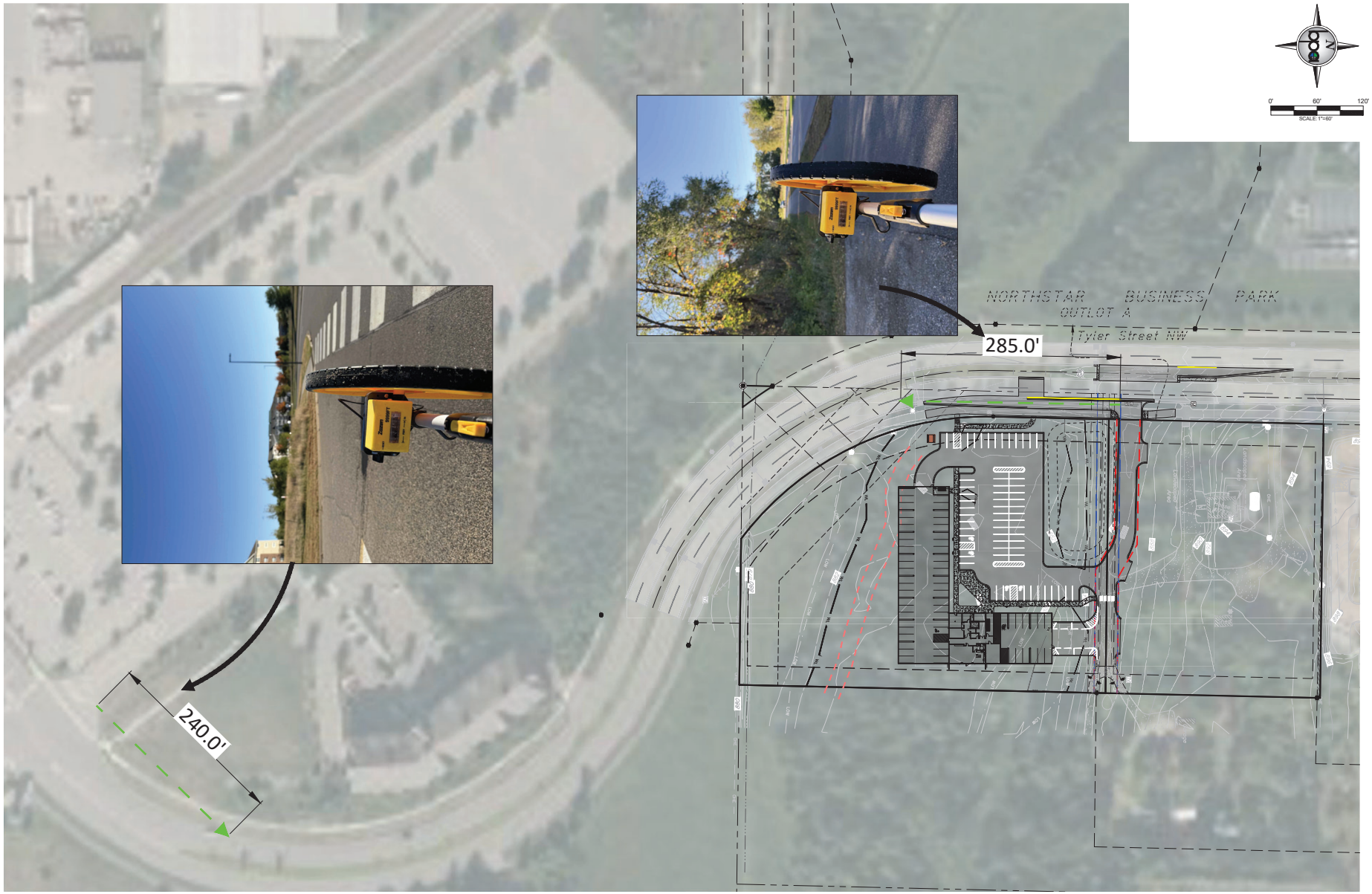
BRIGGS ELK RIVER PLAT

City of Elk River, Sherburne County, MN

FIRE PROTECTION PLAN

SHEET NO.

C13



CALL 48 HOURS BEFORE DIGGING:
GOPHER STATE ONE CALL
TWIN CITY AREA 651-454-0002
MINNESOTA TOLL FREE 1-800-252-1166

REV NO.	DATE	DESCRIPTION

DATE: 10/27/2025
DESIGN BY: MJM
DRAWN BY: DML
CHECKED BY: CJD
DWG FILE: SITE BASE
FILE NO.: 24-0290.00

NOT FOR CONSTRUCTION

BOGART, PEDERSON & ASSOCIATES, INC.
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ENVIRONMENTAL SERVICES
13379 FIRST STREET, BECKER, MN 55308-9322
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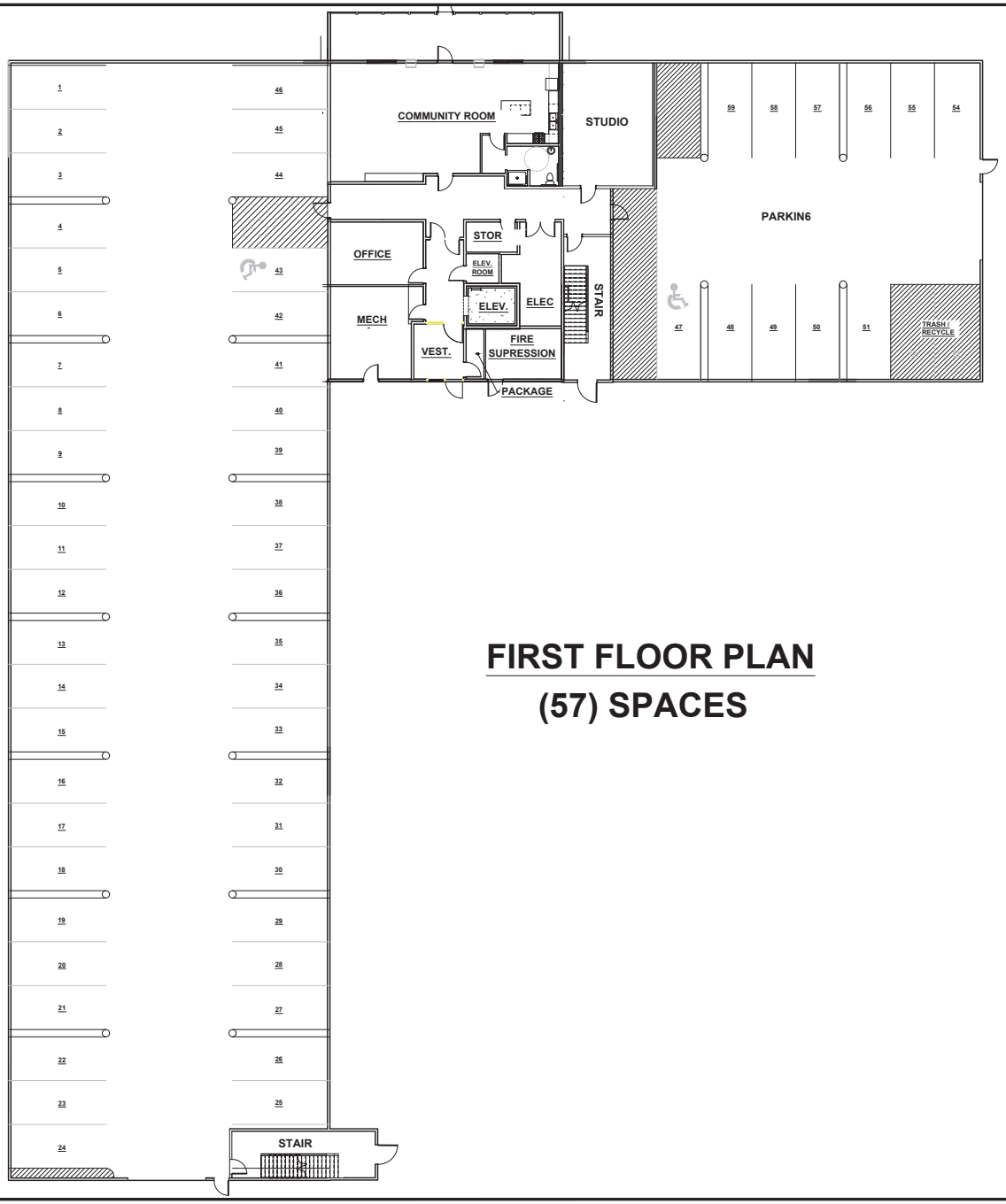
BRIGGS ELK RIVER PLAT
City of Elk River, Sherburne County, MN

SIGHT DISTANCE PLAN

SHEET NO.
C14

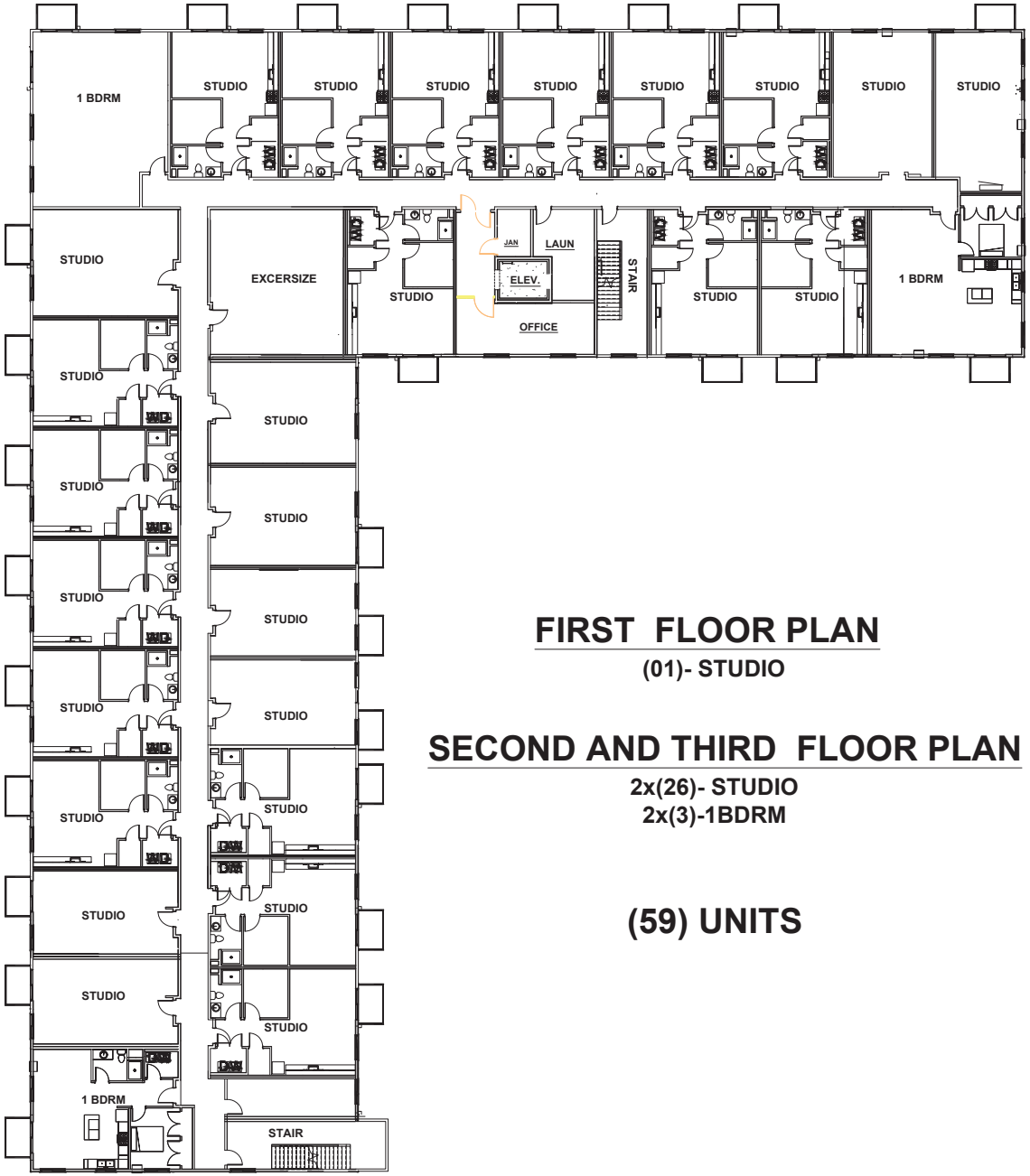
ELK RIVER RESIDENTIAL SUITES

59 UNITS



FIRST FLOOR PLAN

(57) SPACES



FIRST FLOOR PLAN

(01)- STUDIO

SECOND AND THIRD FLOOR PLAN

2x(26)- STUDIO
2x(3)-1BDRM

(59) UNITS

Chair Beise closed the public hearing.

Chair Beise felt that 590 square feet was too much over the allowed 400 square feet. Commissioner Booth agreed. Commissioner Johnson added that the request does not seem to meet the five criteria for granting a Variance. He may be in favor of granting a Variance for 420 square feet, the size of the existing site.

Moved by Commissioner Booth to deny the Variance proposal to exceed the permitted size of a water-oriented storage structure, as the following standards have not been met:

1. **Allowing a structure nearly twice the size of what is permitted within the shore impact zone does not meet the general purpose and intent of the ordinance.**
2. **The property has a land use guidance for residential, and the proposed single-family residential use is consistent with the Comprehensive Plan.**
3. **The proposed use is not reasonable as the property already contains a permitted 100 SF. water-oriented structure that serves the intended purpose of storing lake-related equipment.**
4. **There are no circumstances unique to the property that create hardship. The request results from the applicant's desire for additional space, which is a self-created condition, not a property hardship.**
5. **Granting the variance would permit a structure nearly twice the size allowed within proximity to the lake that could alter the essential character.**

Chair Beise asked if the Commission would like to approve a Variance for 420 square feet. Mr. Carlton stated, if the Commission wished to approve that size they could amend their motion.

Moved by Commissioner Booth and seconded by Commissioner Johnson to amend the Variance proposal to exceed the permitted size of a water-oriented storage structure by 20 square feet for a total size of 420 square feet. Motion carried 4-0.

Mr. Carlton stated that the applicant can appeal the Board of Adjustment decision in writing by December 5, 2025. If the applicant appeals the decision the item will go to the December 15, 2025 City Council meeting for review.

5.2 Variance: Parking and Wetland Setbacks in Support of an Apartment Building, Pat Briggs - 17379 Twin Lakes Rd NW

Mr. Carlton presented the staff report.

Chair Beise asked when the 24 month timeline for a proof of parking plan would begin. Mr. Carlton stated it would begin when the certificate of occupancy was issued.

Commissioner Zahler asked about proof of parking for other similar sites. Mr. Carlton stated that Elk River Lodge has had a proof of parking plan in place since 2017 and Clear Sky since 2023. Commissioner Zahler asked if any of these sites has had to implement their plan. Mr. Carlton stated that had not yet occured. Mr. Carlton added that the city may look to rewrite the ordinance that

pertains to parking.

Chair Beise opened the public hearing.

Morgan and Matthew Lerfald, **17395 Twin Lakes Rd**, stated their concerns with the proposed project including zoning in the area, issues with neighboring properties, traffic concerns, snow removal, encroachment into the wetlands, and property values.

Ms. Lerfald asked the Commission to conduct a comprehensive traffic study from Highway 10 to 181st Ave NW before a parking variance would be granted.

Mr. Lerfald asked the Commission to table the discussion and look at the zoning of the area.

Chair Beise closed the public hearing.

Commissioner Johnson stated he does not see the plight of the petitioner and cannot see approving either variance. The applicant is able to work within the confines of the property. He would not recommend any parking under 2 1/2 per unit.

Commissioner Booth asked if the decision on the application could be postponed while the Commission looks at zoning of the site. Mr. Carlton stated that the Commission has to act on the active application during a certain timeline under the current zone use.

Commissioner Booth agreed that there was plenty of room on the site to meet the parking and wetland setbacks or the apartment size could be reduced.

Moved by Commissioner Johnson and seconded by Commissioner Booth to deny the Variance request due to the request not meeting the five criteria, specifically criteria number four.
Motion carried 4-0.

Mr. Carlton stated that the item will go to the December 15, 2025, City Council meeting for review.

6. MOTION TO ADJOURN REGULAR MEETING
Moved by Commissioner Johnson and seconded by Commissioner Booth to adjourn the meeting. Motion carried 4-0.

The meeting adjourned at 7:08 p.m.

Minutes prepared by Katie Porath.

_____
Perry Beise, Chair

_____
Tina Allard, City Clerk

Councilmember Calva asked if it was visible from the lake. Mrs. Poythress stated that it was not, and it is in a private bay. Councilmember Calva asked if the neighbors could see it from their backyard. Mr. and Mrs. Poythress explained that, considering the wooded lot, it would be hard to see.

Councilmember Calva explained that he would have no problem making an exception in this case as long as there were not going to be eight other exceptions.

Councilmember Wagner stated that they do not know if there are going to be other requests, and every project should have its own merit.

Councilmember Beyer thanked them for what they have done and stated that they have done the work by talking to their neighbors, to the city, and to the DNR. He explained a lot of times, exceptions are hard to make when you have negative neighbors and such, but in this case, there are none, and he has respect for them doing the work. He also thanked them for keeping up the work on the easements. Councilmember Beyer explained that he knows it is a hidden area and no one is ever going to see it. He went on to explain that, given the situation, he could support the exception.

Moved by Councilmember Wagner and seconded by Councilmember Beyer, directing staff to draft a resolution making Findings of Fact, approving the variance to exceed the permitted size of a water-oriented storage structure, for approval at the January 5, 2026, Council meeting. Motion carried 5-0.

7.3 Variance: Parking and Wetland Setback to Support Development of an Apartment Building, Pat Briggs - 17379 Twin Lakes Rd NW

The staff report was presented.

Councilmember Grupa opened the public hearing on behalf of Mayor Dietz.

Patrick Briggs, 17379 Twin Lakes Road, subject property, handed to the Council a letter that was presented to the neighbors. Mr. Briggs explained that they have been kind and cordial to the neighbors throughout the years, but now it is time to develop the property and move forward. Mr. Briggs compared this property to the Hillside Heights property to the north regarding parking requests and stated his request is reasonable. He went on to explain different aspects of why the Council should approve the variance.

Councilmember Calva stated his biggest concern is that the person has private access.

Matthew and Morgan Lerfald, 17395 Twin Lakes Rd NW, explained that the letter they received from Mr. Briggs does not feel genuine, which they received on Friday before Monday's Council meeting. They stated that they tried to reach out to Mr. Briggs multiple times, but have not been able to get a hold of him or anyone. Every time they call, they go to an answering machine, and nobody ever gets back to them, other than when he denied them a utility easement to get natural gas to their home. They tried to get a utility easement along the driveway, and he denied them the easement. Mr. Lerfald stated that this feels like a scare tactic, stating that if they didn't talk at the meeting, he would buy their property. They explained other concerns they had regarding the apartment complex going in this area.

Brad Brummer, 14524 145th Court NW, stated that he is in the process of selling his home and

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explained that he would look for a new apartment to rent; therefore, he supports the apartment building at this location.

Councilmember Grupa closed the public hearing.

Mayor Dietz explained that the Board of Adjustments pointed out that Mr. Briggs would not need the variances if he reduced the size of his project and stated he would not be voting for either one.

Councilmember Wagner explained the reason for the denial from the Board of Adjustments is that it is a new project, and the applicant knows what the land has and doesn't have, and could be solved by changing the size. She stated every project has to stand on its own merit. This project is not the same as other projects, and she has concerns about the easement portion of the driveway. She has a hard time coming up with a reason to go against the Board of Adjustments, stating that it's a new project, and it could be taken care of with a couple of adjustments. For these reasons, she will not be able to support the request.

Councilmember Beyer stated that he does not see a traffic study and has no clue how that will affect anything. Mr. Carlton explained that a traffic study has been submitted to the Public Works Department. This is a variance component. The land use portion will be a different conversation.

Councilmember Beyer explained that we don't know how things are going to change with the Northstar gone. He explained that Elk River has grown and grown and questioned how big we want Elk River to get. He explained that at this point, he would be sticking with what the Board of Adjustments suggested and would be voting against it as well.

Councilmember Grupa has concerns regarding the project and thinks that Mr. Briggs could make some adjustments as well. He stated he would not be voting for the variance either.

Moved by Mayor Dietz and seconded by Councilmember Calva to direct staff to draft a resolution making Findings of Fact, denying two variances, one requesting a reduction in the number of parking stalls required for an apartment building, and second, a six-foot encroachment into the wetland buffer setback, as the following standard required for approval of a variance has not been met:

4. The plight of the petitioner is due to circumstances unique to the property and is a consequence of the petitioner's own action.

The City Council would consider the resolution on January 20, 2026. Motion carried 5-0.

7.4 Resolution 25-78 and Ordinance 25-17: Amend City Plans to Support Commercial Uses, Sherburne County - 11401 205th Ave NW

The staff report was presented.

Councilmember Grupa opened the public hearing on behalf of Mayor Dietz. There being no one to speak to this matter, Councilmember Grupa closed the public hearing.

Moved by Councilmember Wagner and seconded by Councilmember Beyer to adopt Resolution 25-78 amending the land use guidance for 11401 205th Ave NW from Rural Residential to Highway Business, subject to the condition that Sherburne County prepare

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Request for Action

To
City Council

Item Number
4.6

Meeting Date
January 20, 2026

Prepared By
Lauren Wipper, Human Resources Manager

Item Description
Liquor Division Administrative Assistant Position Description

Reviewed by
Cal Portner
Jolene Richter

Action Requested
Approve, by motion, the position description for an administrative assistant for the liquor division.

Background/Discussion
Attached is the new liquor division administrative assistant position description. This position was approved with the 2026 budget.

Ali Wallace began working in this position part-time on January 5, 2026, while continuing her part-time recreation assistant position through the busy summer season. After Labor Day, she will be a full-time administrative assistant in the liquor division.

Financial Impact
This position was approved in the 2026 budget.

Mission/Policy/Goal
The Elk River Mission Statement

Attachments
1. Administrative Assistant Position Description

City of Elk River
Administrative Assistant
Position Description

Department: Liquor Operations		**Immediate Supervisor:** Retail Operations Manager
Pay Grade: 5N	**FLSA Status:** Non-Exempt	**Last Updated:** (date) 1/2026
Positions Supervised: N/A		

Position Summary

The Administrative Assistant performs a variety of duties related, but not limited, to finance, store events, project and staff coordination, and clerical duties.

Essential Functions

1. Assists in financial duties and the coordination of operational duties.
   - A. Processes deposits to the finance division.
   - B. Codes invoices to corresponding funds.
   - C. Creates directional posters, sale signage, and other printed marketing materials.
   - D. Inventories, orders, and maintains office supplies.
   - E. Performs general office support duties such as answering phones, filing, sorting mail, and document creation.

2. Assists Managers with special projects and meeting preparation.
   - A. Assists with team member training.
   - B. Assists with product ordering.
   - C. Assists in the monitoring of products for profitability, par level inventory, etc.
   - D. Runs sales, inventory, and other reports to provide management with business data.
   - E. Records meeting notes/task lists to assist leadership team with organizing priorities.

3. Assists other divisions within the Business Services Department by performing front desk duties to support business continuity during extended vacations, sick leaves, etc.
   - A. Receives incoming calls.
   - B. Answers routine questions.
   - C. Greets the public.
   - D. Processes class and facility registration.
   - E. Processes cash and check deposits, credit card transactions, and refunds.
   - F. Explains departmental services, programs and procedures.

4. Performs other essential job duties.
   - A. Regular and timely work attendance.
   - B. Follows all safety procedures and participates in safety training.

Required Knowledge, Skills, and Abilities

- Skilled in proofreading written material for proper grammar and punctuation usage.
- Skilled in interpersonal and public relation skills.
- Skilled in organization and maintaining order of supplies.
- Skilled in managing the organization of people and processes.
- Skilled in paying attention to detail.
- Ability to accurately input data into software programs.
- Ability to work as a team member.
- Ability to adapt to and introduce change.
- Ability to be creative.
- Ability to present a positive and professional image of the city to the public.
- Ability to read, write, and comprehend basic instruction.
- Ability to work independently.

Minimum Qualifications

- High school diploma or equivalent.
- Two years of related work experience including experience with Microsoft Office software, specifically Excel, Outlook, Word, and Publisher.
- Valid driver's license and good driving record

Preferred Qualifications

- Customer service experience.
- General accounting experience or education.
- Experience working in retail.

This Position Description is not intended to be all-inclusive. It is within the City of Elk River's discretion to assign additional duties and responsibilities or remove duties and responsibilities at any time.

This Position Description does not constitute a Contract of Employment.

Request for Action

To
City Council

Item Number
4.7

Meeting Date
January 20, 2026

Prepared By
Mitchell Litfin, Street and Park Superintendent

Item Description
2026 Ford F-150 Wastewater

Reviewed by
Justin Femrite
Cal Portner
Jolene Richter

Action Requested
Approve, by motion, the scheduled 2026 wastewater equipment replacement purchase as outlined in the Capital Improvement Plan.

Background/Discussion
The Wastewater Department requests authorization to purchase a 2026 Ford F-150.

Financial Impact
$46,475.72 from the Wastewater Fund utilizing pricing per MnDOT Contract #265343 release A-175(5).

Mission/Policy/Goal
Responsibly grow

Attachments
1. F-150 4x4 Crew Cab 6.5ft box XL Final

Midway Ford Commercial
Fleet and Government Sales
2777 N. Snelling Ave.
Roseville MN 55113

Travis Swanson
651-343-5212
tswanson@rosevillemidwayford.com

Fax # 651-604-2936

Contract # 259180
2026 F-150 4X4- Crew Cab- 6.5' Box

Standard

Automatic Transmission	**40/20/40 Vinyl Seat**	**5.0L V8**
Air Conditioning	**Dual Front Air Bags**	**Rubber Floor Covering**
AM/FM Radio	**4-Wheel ABS Brakes**	**Bumpers w/Rear Step**
Matching Full Size Spare Tire	**Tilt Wheel**	**Power windows**
Power Locks	**Cruise Control**	

Options	Code	Price	Select
Engine:5.0L V8	995	$109	x
Tow/Haul Package	53T	$919	x
Tough Bed Spray-In Bedliner	96W	$569	x
Amber Strobe Color LED Wa	94S	$600	x
Mud Flaps		$282	x
Running Boards	18B	$228	x
Option Total		$2,707	

Exterior Colors	Code	Select
Antimatter Blue Metallic	HX	
Agate Black	G1	
Carbonized Gray Metallic	J7	
Iconic Silver Metallic	JS	
Oxford White	YZ	
Vermillion Red($660.00)	E4	

Extended Service Contracts	Cost	Select
7 year/75,000 mile PremiumCare Warranty (Bumper to Bumper)	$2,570	

Base Price	Totals
	$43,748.72
Options Price Totals	$2,707.00
Extended Warranty	
Transit Impr Excise Tax	$20.00
Tax Exempt Lic	
6.5% Sales Tax	
Document fee	
Sub total per vehicle	$46,475.72
Number of Vehicles	1
Grand Total for all units	$46,475.72

You must have a active FIN code to participate in this purchase contract : FIN code #

Purchase Order required prior to order placement

PO #

Name of Organization

Address

City, State, Zip

Acceptance Signature

Contact Person/ Phone #

Print Name and Title Date

Contact's e-mail address and fax #

Request for Action

To
City Council

Item Number
4.8

Meeting Date
January 20, 2026

Prepared By
Mitchell Litfin, Street and Park Superintendent

Item Description
2026 Mack Plow Truck Replacement

Reviewed by
Justin Femrite
Cal Portner
Jolene Richter

Action Requested
Approve, by motion, public works equipment replacement of a Mack Granite dump and plow truck as scheduled in the CIP.

Background/Discussion
Public Works requests authorization to purchase a 2027 Mack GraniteGR64FR Tandem Axle Chassis with dump body and plow package as a replacement for unit #236, which is a 2007 International Dump Truck.

Once received, we will send old unit #236 to auction, with proceeds returning to the Fleet Replacement Fund.

Financial Impact
The actual purchase price of the truck is $365,884.08, which exceeds the amount originally budgeted as a placeholder in the CIP due to updated pricing and market conditions. The purchase will be funded from the 2026 Equipment Replacement Fund and is based on pricing from MnDOT T-647(5) Contract #242595 and T-765(5) Contract #257425.

Mission/Policy/Goal
Responsibly grow

Attachments
1. 1-5-26 (2027MY) Elk River Mack Nuss Granite 64F TA
2. City Elk River Quote - 2027MY Granite.1.5.2026
3. QT 95292 ELK RIVER TOWMASTER QUOTE 236

Price quote for: **TANDEM AXLE CAB/CHASSIS**

Vendor Name:	**Nuss Truck and Equipment**
Contact Person:	**Dan Chipman**
Street Address:	**2195 WEST COUNTY ROAD C2**
P.O. Box:	
City, State, Zip	**ROSEVILLE, MN 55113**
Phone #:	**612-297-6496**
Toll Free #:	**800-704-0935**
Fax #:	**651-635-0928**
Email Address:	dchipman@nussgrp.com

Version of Excel used:

Spec #	Information Requested
1.0	Make & Model
	C.A. & W.B. dimension
	Front Axle Location (Set Forward, Set Back)
	Frame, Steel PSI
	Frame, Section Modulus
	Frame, Resistance to Bending Moment
	Frame overhang length
	Type of fasteners used on frame members
	Front bumper description
	Front Axle Type & Size
	Front Spring length
	Front brake size
	Front Brake chamber size
	U Joint Make, Model & Type (1/2 round, etc.)
	Rear Axle Type & Size
	Rear brake size

Rear brake chamber size

Parking Brake Type & Model #

Front Tire Make & Size

Front Rim Size & Rating

Rear tire make & size

Rear rim size & rating

Air compressor type & size

Air dryer info

Engine type, HP & torque

Type of engine fan drive

Exhaust description

Starter motor Make & Model

Right side steering assist (Auxiliary gear, hydraulic ram or none)

Transmission Make & Model, # of Speeds

Clutch size and # of plates

Battery CCA, # of batteries, CCA of each battery

Fuel tank size, shape and material

Alternator Type & Size

Radiator Sq in & Material

Type and number of horns

Cab ride (type of mounting)

Cab size door to door, floor to ceiling

Distance of cab floor to ground

Description of seats supplied with base cab & chassis

Windshield washer nozzle location

Interior package (Low, Med or Premium)

Does unit include cruise control

How is dome light activated

Steering wheel adjustment (tilt, telescoping, etc.)

Cab grab handle locations

Storage pocket description

Cab Gauges, List

Dimmer switch location

Paint description

Cab & chassis warranty (time & mileage)

Engine warranty (time & mileage)

Transmission warranty (time & mileage)

Rear end warranty (time & mileage)

Delivery of chassis starting point

Estimated weight on front axle of base unit

Estimated weight on rear axle of base unit

2013
Answer
2025 MACK GRANITE 64FR (T) TA
210" WB, 123" CA
SET FORWARD
120,000 PSI
17.7 SM
2,120,000 RBM
62" AF
HUCK
Swept Back Steel
Mack FXL12, 12,000 lbs.
55"
16.5" x 5" Meritor "S" Cam Type Q+
24"
Meritor 17 MXL Extended Life
Mack S38R, 38,000 lbs.
Meritor"S" CAM 16.5"x7" Q+

30/30
Haldex/Anchorlok
11R22.5 14 Ply Bridgestone R268
22.5 x 8.25 7,400 lbs
11R22.5 14 PLY Bridgestone M726 ELA
22.5 x 8.25 7,400 lbs
WABCO 37.4 CFM
WABCO System Saver 1200 Plus
Mack MP7-345M - 325HP @1600-1800 RPM 1350/LB/FT Max Torque
Behr Fan And Electronic Modulating Viscous Fan Drive
Cleartech one DPF/SCR right hand under cab
Delco 39MTHD
None
Eaton Fuller FRO-14210C
15.5" Two Plate
Three Mack 760/2280 CCA
66 Gallon Alum Sleeved D-Shaped
Delco 12V 160A (28SI Brush Type)
Aluminum Core
One Mack Rectangle Air
Air Ride Cab
78", 62"
47"

Driver: Mack-Air High Back (1 Chamber Air Lumbar) Passenger: Mack-Fixed, High Back
Mounted on Wiper Arm
Comfort Trim Package (Med)
Yes
Door & Cab Switch
Tilt & Telescoping
RH & LH Behind Door
Two Storage Compartment & Net Retainers with Center Mounting for CB Provisions
Air Pressure, Voltmeter, Engine Coolant Temperature, Engine Oil Pressure, Speedometer, Tachometer, Exhaust Pyrometer, and Tranwmission Oil Temperature
Turn Signal
Mack White
One Year or 100,000 Miles
Two Years or 250,000 miles
Fuller - Three years or 350,000 Miles
Mack - Five Years or 500,000 Miles
Roseville, MN 55113
8,421
8,077

Print Date & Time 1/5/2026 16:49

TANDEM AXLE CAB/CHASSIS

Exhibit D: Price Schedule

VENDOR NAME NUSS TRUCK & EQUIPMENT

MAKE AND MODEL 2025 MACK GRANITE 64FR (T) TA

This section for use when ordering

WB	212"
CA	125"
AF	63"
Rear Ratio	4.80
Cab Color	Mack White: P9188
Wheel Color	Aluminum
Notes	City of Elk River,

Grand Total $ 172,954.08

1.5.26(NUSS2026000002D865)

Spec #	Description	Qty	2025 Price	Subtotal
1.0	Price for Base Unit:	1	$ 122,490.00	$ 122,490.00
2.0	**FRAME OPTIONS**			
2.1	Front frame extension	1	$ 1,210.00	$ 1,210.00
2.2	Custom hole punching in frame		$ 100.00	$ -
2.3	Deduct for no front bumper	1	$ (65.00)	$ (65.00)
2.4	Frame fastener option (bolt or huck spun)	1	STD	
2.5	**Frame, R.B.M., S.M., PSI, CT**			
2.6	2,120,000 17.7 120,000 87 - 112 CA		$ (64.00)	$ -
2.7	2,120,000 17.7 120,000 113 - 133 CA		STD	
2.8	2,120,000 17.7 120,000 134 - 152 CA		$ 107.00	$ -
2.9	2,120,000 17.7 120,000 153 - 199 CA		$ 406.00	$ -
2.10	2,120,000 17.7 120,000 200 - 236 CA		$ 482.00	$ -
2.11	2,470,000 20.6 120,000 87 - 112 CA		$ 176.00	$ -
2.12	2,470,000 20.6 120,000 113 - 133 CA		$ 240.00	$ -
2.13	2,470,000 20.6 120,000 134 - 152 CA		$ 347.00	$ -
2.14	2,470,000 20.6 120,000 153 - 199 CA		$ 646.00	$ -
2.15	2,470,000 20.6 120,000 200 - 236 CA		$ 722.00	$ -
2.16	2.820,000 23.5 120,000 87 - 112 CA		$ 521.00	$ -
2.17	2.820,000 23.5 120,000 113 - 133 CA	1	$ 585.00	$ 585.00
2.18	2.820,000 23.5 120,000 134 - 152 CA		$ 692.00	$ -
2.19	2.820,000 23.5 120,000 153 - 199 CA		$ 991.00	$ -
2.20	2.820,000 23.5 120,000 200 - 236 CA		$ 1,067.00	$ -
2.21	3,160,000 26.3 120,000 87 - 112 CA		$ 744.00	$ -
2.22	3,160,000 26.3 120,000 113 - 133 CA		$ 808.00	$ -
2.23	3,160,000 26.3 120,000 134 - 152 CA		$ 915.00	$ -
2.24	3,160,000 26.3 120,000 153 - 199 CA		$ 1,214.00	$ -
2.25	3,160,000 26.3 120,000 200 - 236 CA		$ 1,290.00	$ -
2.26	**DOUBLE FRAME - PARTIAL IC REINFORCEMENT**			
2.27	3,230,000 26.9 120,000 87 - 112 CA		$ 801.00	$ -
2.28	3,230,000 26.9 120,000 113 - 133 CA		$ 865.00	$ -
2.29	3,230,000 26.9 120,000 134 - 152 CA		$ 972.00	$ -
2.30	3,230,000 26.9 120,000 153 - 199 CA		$ 1,214.00	$ -
2.31	3,230,000 26.9 120,000 200 - 236 CA		$ 1,290.00	$ -
2.32	3,580,000 29.8 120,000 87 - 112 CA		$ 1,041.00	$ -
2.33	3,580,000 29.8 120,000 113 - 133 CA		$ 1,105.00	$ -
2.34	3,580,000 29.8 120,000 134 - 152 CA		$ 1,212.00	$ -
2.35	3,580,000 29.8 120,000 153 - 199 CA		$ 1,511.00	$ -
2.36	3,580,000 29.8 120,000 200 - 236 CA		$ 1,587.00	$ -
2.37	3,920,000 32.7 120,000 87 - 112 CA		$ 1,376.00	$ -
2.38	3,920,000 32.7 120,000 113 - 133 CA		$ 1,450.00	$ -
2.39	3,920,000 32.7 120,000 134 - 152 CA		$ 1,657.00	$ -
2.40	3,920,000 32.7 120,000 153 - 199 CA		$ 1,856.00	$ -
2.41	3,920,000 32.7 120,000 200 - 236 CA		$ 1,932.00	$ -
2.42	4,260,000 35.5 120,000 87 - 112 CA		$ 1,832.00	$ -
2.43	4,260,000 35.5 120,000 113 - 133 CA		$ 1,673.00	$ -
2.44	4,260,000 35.5 120,000 134 - 152 CA		$ 2,003.00	$ -
2.45	4,260,000 35.5 120,000 154 - 199 CA		$ 2,301.00	$ -
2.46	4,260,000 35.5 120,000 200 - 236 CA		$ 2,384.00	$ -
2.47	**DOUBLE FRAME - FULL IC REINFORCEMENT**			
2.48	3,230,000 26.9 120,000 87 - 112 CA		$ 1,001.00	$ -
2.49	3,230,000 26.9 120,000 113 - 133 CA		$ 1,065.00	$ -
2.50	3,230,000 26.9 120,000 134 - 152 CA		$ 1,172.00	$ -
2.51	3,230,000 26.9 120,000 153 - 199 CA		$ 1,414.00	$ -

2.52	3,230,000 26.9 120,000 200 - 236 CA		$ 1,490.00	$ -
2.53	3,580,000 29.8 120,000 87 - 112 CA		$ 1,241.00	$ -
2.54	3,580,000 29.8 120,000 113 - 133 CA		$ 1,305.00	$ -
2.55	3,580,000 29.8 120,000 134 - 152 CA		$ 1,412.00	$ -
2.56	3,580,000 29.8 120,000 153 - 199 CA		$ 1,711.00	$ -
2.57	3,580,000 29.8 120,000 200 - 236 CA		$ 1,787.00	$ -
2.58	3,580,000 29.8 120,000 87 - 112 CA		$ 1,576.00	$ -
2.59	3,580,000 29.8 120,000 113 - 133 CA		$ 1,650.00	$ -
2.60	3,580,000 29.8 120,000 134 - 152 CA		$ 1,857.00	$ -
2.61	3,580,000 29.8 120,000 153 - 199 CA		$ 2,056.00	$ -
2.62	3,580,000 29.8 120,000 200 - 236 CA		$ 1,787.00	$ -
2.63	3,920,000 32.7 120,000 87 - 112 CA		$ 1,576.00	$ -
2.64	3,920,000 32.7 120,000 113 - 133 CA		$ 1,650.00	$ -
2.65	3,920,000 32.7 120,000 134 - 152 CA		$ 1,857.00	$ -
2.66	3,920,000 32.7 120,000 153 - 199 CA		$ 2,056.00	$ -
2.67	3,920,000 32.7 120,000 200 - 236 CA		$ 2,132.00	$ -
2.68	4,260,000 35.5 120,000 87 - 112 CA		$ 2,032.00	$ -
2.69	4,260,000 35.5 120,000 113 - 133 CA		$ 1,873.00	$ -
2.70	4,260,000 35.5 120,000 134 - 152 CA		$ 2,203.00	$ -
2.71	4,260,000 35.5 120,000 153 - 199 CA		$ 2,501.00	$ -
2.72	4,260,000 35.5 120,000 200 - 236 CA		$ 2,584.00	$ -
2.73	**TRIPLE FRAME - FULL IC REINFORCEMENT**			
2.74	5,688,000 47.4 120,000 87 - 112 CA		$ 4,960.00	$ -
2.75	5,688,000 47.4 120,000 113 - 133 CA		$ 5,024.00	$ -
2.76	5,688,000 47.4 120,000 134 - 152 CA		$ 5,131.00	$ -
2.77	5,688,000 47.4 120,000 153 - 199 CA		$ 5,430.00	$ -
2.78	5,688,000 47.4 120,000 200 - 236 CA		$ 5,506.00	$ -
2.79	Flush bright finish channel steel		$ 113.00	$ -
2.80	Extended stylized-silver-bright finish steel w/stone guard		$ 1,495.00	$ -
2.81	Extended - swept back steel, bright finish with stone guard - includes center tow pin		$ 1,139.00	$ -
2.82	Mill finish, flush mounted, unpainted aluminum		$ 68.00	$ -
2.83	Extended swept back channel steel (includes center tow pin) w/stone guard		$ 805.00	$ -
2.84	Extended swept back channel steel with bright finish w/painted center tow pin		$ 620.00	$ -
2.85	Extended swept back steel channel w/bright finish		$ 258.00	$ -
2.86	Extended swept back painted steel		STD	
2.87	Flush painted steel		$ (15.00)	$ -
2.88	Flush stainless clad aluminum		$ 143.00	$ -
2.89	Plate type radiator guard		$ 105.00	$ -
2.90	Bright finish plate type radiator guard		$ 258.00	$ -
2.91	Rust Protection Between Frame Rails & Liners		$ 633.00	$ -
2.92	BOC crossmember, steel HD back to back channel intermediate		$ 129.00	$ -
2.93	BOC & intermediate crossmember, HD I-Beam		$ 211.00	$ -

3.0	**FRONT AXLE/SUSPENSION/BRAKE/OPTION**			
3.1	Set forward front axle option	1	STD	
3.2	12,000 front axle & matching suspension - Mack FXL12		STD	
3.3	14,600 front axle & matching suspension - Mack FXL14.6		$ 771.00	$ -
3.4	16,000 front axle and matching suspension		$ 999.00	$ -
3.5	18,000 front axle and matching suspension - Mack FXL18		$ 1,361.00	$ -
3.6	20,000 front axle and matching suspension - Mack FXL20	1	$ 2,147.00	$ 2,147.00
3.7	23,000 front axle and matching suspension - Mack FXL23		$ 2,448.00	$ -
3.8	Heavy duty front axle shocks	1	STD	
3.9	Front stabilizer bar		No Bid	
3.10	Right hand air bag suspension per Spec 3.7, Driver controlled		No Bid	
3.11	Left air bag suspension per Spec 3.7, Driver controlled		No Bid	
3.12	Front axle lubrication cap with slotted venthole		No Bid	
3.13	Front brake dust shields	1	$ 22.00	$ 22.00
3.14	Dual front auxiliary steering gear	1	$ 661.00	$ 661.00
3.15	RH spring build up for wing plow application		$ 91.00	$ -
3.16	LH spring build up for wing plow application		$ 91.00	$ -
3.17	All wheel drive front axle		$ 43,000.00	$ -
3.18	Twin Steer Front Axle		$ 18,500.00	$ -
3.19	Aluminum front hubs		$ 103.00	$ -
3.20	Centerfuse outboard mounted brake drums		$ 252.00	$ -
3.21	Multileaf front spring ILO taperleaf (2 leaf spring)		$ 35.00	$ -
3.22	HD mulitileaf front spring ILO taperleaf (2 leaf spring)		$ 65.00	$ -
3.23	HD taperleaf (3 leaf spring) ILO of taperleaf (2 leaf spring)	1	$ 65.00	$ 65.00
3.24	Meritor EX+ Air Disc Brakes requires Meritor rear brakes		$ 653.00	$ -
3.25	Meritor front slack adjustors - Need same slack on rear axle		$ 1.00	$ -

3.26	Meritor front slack with stainless steel pins		$ 58.00	$ -
3.27	Haldex front slack adjustors - Need same slack adjustor on rear axle		STD	
3.28	Haldex front slack with stainless steel pins	1	$ 67.00	$ 67.00
4.0	**4.0 TANDEM REAR AXLE/SUSPENSION/BRAKE/OPTIONS**			
4.1	46,000# rear axle & matching suspension Make & Model - Mack S462R & SS46 Mack Camelback Suspension		$ 2,300.00	$ -
4.2	40,000# walking beam rear suspension and axle Make & Model - Meritor MT-40-14X4D with Hendrickson HMX EX 400		$ 1,286.00	$ -
4.3	46,000# walking beam rear suspension and axle Make & Model - Meritor MT-46-160 with Hendrickson HMX EX 460		$ 2,956.00	$ -
4.4	40,000# air suspension and axle Make & Model - Meritor MT-40-14X4D with Mack AL-461 Air		$ 1,105.00	$ -
4.5	46,000# air suspension and axle Make & Model - Meritor RT-46-160 with Mack AL-461 Air		$ 2,679.00	$ -
4.6	Dash mounted air dump system - With air ride suspension		$ 14.00	$ -
4.7	Driver activated differential lock on one rear axle (front axle _____ rear axle ____, check one)		$ 562.00	$ -
4.8	Driver activated differential lock on both front and rear axles		$ 1,125.00	$ -
4.9	Driver activated differential lock on both front and rear axles, and lubrication pump and filter system		$ 1,407.00	$ -
4.10	Meritor MT-40-14X4D, both axles driver differential lock and pump, HMX400 40,000 # walking beam suspension		$ 2,693.00	$ -
4.11	Meritor RT-46-160, both axles driver differential lock and pump, HMX460 46,000 # walking beam suspension		$ 4,363.00	$ -
4.12	½ round universal joints	1	STD	
4.13	Spicer 1810 HD drive line with half round universal joints		$ 140.00	$ -
4.14	Rear Dust Shields	1	$ 39.00	$ 39.00
4.15	Driver activated differential lock on both front and rear axles with individual switches		$ 1,283.00	$ -
4.16	Meritor 18 MXL extended lube		$ 39.00	$ -
4.17	Meritor 176 MXL extended lube		$ 38.00	$ -
4.18	Dana-spicer SPL170XL Lite extended lube series		$ 361.00	$ -
4.19	Dana-spicer SPL250XL Lite extended lube series		$ 493.00	$ -
4.20	Dana-spicer SPL250HDXL Lite extended lube series	1	$ 502.00	$ 502.00
4.21	Dana-spicer SPL350XL Lite extended lube series		$ 1,007.00	$ -
4.22	Dana-spicer SPL350HDXL Lite extended lube series		$ 1,262.00	$ -
4.23	Mack S38R 38,000# Fabricated Steel Housing		STD	
4.24	Mack S400R 40,000# Fabricated Steel Housing		$ 435.00	$ -
4.25	Mack S402 40,000 # Cast Ductile Iron Housing	1	$ 473.00	$ 473.00
4.26	Mack S440 44,000# Fabricated Steel Housing		$ 1,485.00	$ -
4.27	Mack S460R 46,000# Fabricated Steel Housing		$ 1,916.00	$ -
4.28	Mack S462R 46,000# Cast Ductile Iron Housing		$ 1,954.00	$ -
4.29	Mack S522R Cast Ductile Iron Housing		$ 3,460.00	$ -
4.30	Meritor 40,000# MT-40-14X4C Amboid (High Entry)		$ 55.00	$ -
4.31	Meritor 40,000# MT-40-14X4D Hypoid (Low Entry)		$ 55.00	$ -
4.32	Meritor 46,000# RT-46-160		$ 1,629.00	$ -
4.33	Meritor 46,000# RT-46-164EH		$ 1,689.00	$ -
4.34	Mack S38 38,000# multileaf camelback spring		STD	
4.35	Mack S38 38,000# multileaf camelback spring - Heavy Duty		$ 15.00	$ -
4.36	Mack SS40 40,000# multileaf camelback spring		$ 186.00	$ -
4.37	Mack SS44 44,000# multileaf camelback spring		$ 235.00	$ -
4.38	Mack SS44 44,000# multileaf camelback spring - Heavy Duty		$ 255.00	$ -
4.39	Mack SS462 46,000# multileaf camelback spring		$ 346.00	$ -
4.40	Mack SS462 46,000# multileaf camelback spring - Heavy Duty		$ 415.00	$ -
4.41	Mack SS52 52,000# multileaf camelback spring - Heavy Duty		$ 1,292.00	$ -
4.42	Mack AL-461 46,000# air ride		$ 1,050.00	$ -
4.43	Mack M-Ride 40 parabolic 2-leaf, 40,000#		$ 648.00	$ -
4.44	Mack M-Ride 40 parabolic 3-leaf, 40,000# - Heavy Duty	1	$ 1,112.00	$ 1,112.00
4.45	Mack M-Ride 46 parabolic 3-leaf 46,000#		$ 909.00	$ -
4.46	Mack M-Ride 52 parabolic 3-leaf, 52,000#		$ 1,685.00	$ -
4.47	Mack M-Ride 52 parabolic 11-leaf, 52,000# - Heavy Duty		$ 1,773.00	$ -
4.48	HMX 400 Hendrickson Haulmax rubber suspension 40,000#		$ 1,231.00	$ -
4.49	HMX 460 Hendrickson Haulmax rubber suspension 46,000#		$ 1,385.00	$ -
4.50	Chambers 46,000# High Stability W#29 CAN		$ 3,736.00	$ -
4.51	PAX 46 High Stability Hendrickson Primaxx Air Suspension		$ 2,968.00	$ -
4.52	PAX 522 High Stability Hendrickson Primaxx Air Suspension		$ 3,023.00	$ -
4.53	Neway ADZ-246 air ride suspension		$ 2,968.00	$ -
4.54	Neway ADZ-252 air ride suspension		$ 3,786.00	$ -
4.55	Delete power divider lockout		$ (153.00)	$ -
4.56	55" axle spacing		$ 142.00	$ -
4.57	Dual leveling valve air suspension height control		$ 174.00	$ -

4.58	Mack CRDP1501/1511 with interwheel power divider - both axles	1	$ 3,182.00	$ 3,182.00
4.59	Outboard centrifuse rear brake drums		$ 240.00	$ -
4.60	Haldex automatic rear slack adjustor		STD	
4.61	Haldex automatic rear slack adjustor with stainless steel pins	1	$ 267.00	$ 267.00
4.62	Meritor automatic rear slack adjustor		$ 1.00	$ -
4.63	Meritor automatic rear slack adjustor with stainless steel pins		$ 267.00	$ -
4.64	Aluminum preset rear hubs with integrated spindle nut		$ 42.00	$ -
4.65	Air Disc Brake (17") H-Type - Require Air Disc Front Brakes		$ 2,690.00	$ -
4.66	Meritor rear brakes - 16.5"7" Q+	1	STD	
4.67	Meritor rear brakes - 16.5" x 8 5/8+ Q+ - N/A with dust shields		$ 291.00	$ -
4.68	Meritor rear brakes - 16.5" x 8"+ Q+ - N/A with dust shields		$ 213.00	$ -
4.69	10,000 lb Hendrickson Composolite Steerable Pusher Axle - includes tires and rims		$ 11,326.00	$ -
4.70	13,000 lb Hendrickson Composolite Steerable Pusher Axle - includes tires and rims		$ 9,791.00	$ -
4.71	20,000 lb Hendrickson Steerable Pusher Axle - includes tires and rims		$ 12,635.00	$ -
4.72	20,000 lb Hendrickson Non-Steerable Pusher Axle - includes tires and rims		$ 11,950.00	$ -
4.73	10,000 lb Hendrickson Composolite Steerable Tag Axle - includes tires and rims		$ 11,826.00	$ -
4.74	13,000 lb Hendrickson Composolite Steerable Tag Axle - includes tires and rims		$ 11,255.00	$ -
4.75	20,000 lb Hendrickson Steerable Tag Axle - includes tires and rims		$ 14,901.00	$ -
4.76	6S/6M systems sensing both rear axle wheel end sensors		$ 440.00	$ -
4.77	Furnish Meritor wide track axle option - Need for Super Singles		$ 1,200.00	$ -

5.0 Fifth Wheel options

5.1	Frame end tapered and open		$ 12.00	$ -
5.2	Frame end tapered and closed		$ 30.00	$ -
5.3	Fixed fifth wheel - Holland FW-35		$ 684.00	$ -
5.4	Mechanical slide fifth wheel - Holland FW35, Travel - 24" slide		$ 562.00	$ -
5.5	Air slide fifth wheel - Holland FW35, Travel - 24" slide		$ 986.00	$ -
5.6	Stainless 1/4 fenders, mounted front of tandems		$ 127.00	$ -
5.7	Plastic 1/4 fenders, mounted front of tandems		$ 110.00	$ -
5.8	Tractor package hookup		$ 297.00	$ -
5.9	Behind cab deck plate		$ 681.00	$ -
5.10	Holland fixed with non-tilt 5th wheel		$ 1,385.00	$ -
5.11	Holland manual slide 5th wheel		$ 537.00	$ -
5.12	Mud flaps with brackets		$ 115.00	$ -
5.13	Betts B60 stainless steel angled mud flap brackets		$ 161.00	$ -
5.14	Hose tender & towel bar assembly		$ 58.00	$ -
5.15	Coiled trailer air hose		$ 39.00	$ -
5.16	Coiled trailer electrical hose		$ 44.00	$ -
5.17	Air Weight AW5800 onboard scales		$ 1,118.00	$ -
5.18	Medium height 5th wheel ramp guide		$ 228.00	$ -
5.19	Trailer hook up light		$ 74.00	$ -

6.0 TIRES/RIMS OPTIONS:

6.1	Nylon wafers or wheel guards on all wheels (10 ea.)	1	$ 51.00	$ 51.00
6.2	Heavier 7500 lb. 22.5 x 8.25 Steel rims in lieu of standard 7300# rims (10 ea.)		STD	
6.3	Heavier 7500 lb. 22.5 x 8.25 Steel rims in lieu of standard 7300# rims (8 ea.) in rear only		$ 16.00	$ -
6.4	11R 22.5 H front tires		$ 142.00	$ -
6.5	12R 22.5 H front tires		$ 376.00	$ -
6.6	9000 lb. 22.5 9" front steel rims, 315/80R 22.5 J front tires		No Bid	
6.7	10,000 lb. 22.5 9" front steel rims, 315/80R 22.5 J front tires	1	$ 569.00	$ 569.00
6.8	10,500 lb. 22.5 x 12.25 front steel rims, 385/65R 22.5 J front tires		$ 609.00	$ -
6.9	10,500 lb. 22.5 x 12.25 front steel rims, 425/65R 22.5 J front tires		$ 669.00	$ -
6.10	11R 22.5 H rear tires		$ 656.00	$ -
6.11	7,300 lb. 24.5" x 8.25" steel front rims		$ 5.00	$ -
6.12	7300 lb. 24.5" x 8.25" rear steel rims		$ 44.00	$ -
6.13	8,000 lb. 24.5" x 8.25" steel front rims		$ 10.00	$ -
6.14	8,000 lb. 24.5" x 8.25" steel rear rims		$ 164.00	$ -
6.15	11R 24.5 G front tires		$ 136.00	$ -
6.16	11R 24.5 H front tires		$ 166.00	$ -
6.17	11R 24.5 G rear tires		$ 164.00	$ -
6.18	11R 24.5 H rear tires		$ 501.00	$ -
6.19	Steel spare rim, size 22.5 x 8.25		$ 572.00	$ -
6.20	Steel spare rim, size 24.5 x 8.25		$ 660.00	$ -

6.21	Steel spare rim, size 22.5 x 9.0		$ 878.00	$ -	
6.22	Steel spare rim, size 22.5 x 12.25		$ 720.00	$ -	
6.23	12R22.5 H front tires		$ 618.00	$ -	
6.24	12R 22.5 H rear tires		$ 2,137.00	$ -	
6.25	Wheel lug wrench - includes handle		$ 48.00	$ -	
6.26	Aluminum front wheel - 22.5 x 8.25		$ 246.00	$ -	
6.27	Aluminum front wheel - 24.5 x 8.25		$ 342.00	$ -	
6.28	Aluminum front wheel - 22.5 x 9.0	1	$ 475.00	$ 475.00	
6.29	Aluminum front wheel - 22.5 x 12.25		$ 387.00	$ -	
6.30	Polished aluminum front wheel		$ 48.00	$ -	
6.31	Dura-bright bright finish front wheels		$ 248.00	$ -	
6.32	Aluminum rear wheels - 22.5 x 8.25	1	$ 960.00	$ 960.00	
6.33	Aluminum rear wheels - 24.5 x 8.25		$ 1,120.00	$ -	
6.34	Polished aluminum rear wheel all eight (8) wheels		$ 320.00	$ -	
6.35	Dura-bright bright finish on all eight (8) rear wheels		$ 1,410.00	$ -	
6.36	Dura-bright bright finish on all four (4) outboard rear wheels		$ 705.00	$ -	
6.37	11R22.5 G Michelin XZE2 front tires		$ 378.00	$ -	
6.38	11R22.5 H Bridgestone M863 front tires		$ 596.00	$ -	
6.39	315/80R22.5 L Michelin XZUS front tires	1	$ 532.00	$ 532.00	Substitute Michelin XDN2 Grip
6.40	315/80R22.5 L Continental HAU3 WT front tires		$ 415.00	$ -	
6.41	385/65R22.5 J Michelin XZY3 front tires		$ 284.00	$ -	
6.42	425/65R22.5 L Michelin XZY3 front tires		$ 366.00	$ -	
6.43	425/65R22.5 L Bridgestone M870		$ 148.00	$ -	
6.44	11R22.5 G Bridgestone M713 Ecopia rear tires		$ (320.00)	$ -	
6.45	11R22.5 G Bridgestone M760 Ecopia rear tires		$ (480.00)	$ -	
6.46	11R22.5 G Michelin X Line Energy D rear tires		$ 605.00	$ -	
6.47	11R22.5 H Bridgestone M799 rear tires		$ 220.00	$ -	
6.48	11R22.5 H Bridgestone M771 rear tires		$ 345.00	$ -	
6.49	11R22.5 H Michelin XDN2 rear tires	1	$ 1,510.00	$ 1,510.00	
6.50	11R22.5 H Michelin XDS2 rear tires		$ 2,292.00	$ -	
6.51	11R22.5 H Michelin X Works D		$ 2,165.00	$ -	
6.52	11R22.5 H Michelin Multi Energy D		$ 818.00	$ -	

7.0	**BRAKE SYSTEM OPTIONS:**				
7.1	Wabco System Saver 1200 Plus heated air dryer	1	STD		
7.2	Manual cable drain valves on air tanks		$ 27.00	$ -	
7.3	Heated air tank		No Bid		
7.4	Auto drain valves on air tanks, heated		$ 48.00	$ -	
7.5	MGM type TR-T rear brake chambers		$ 48.00	$ -	
7.6	S.S. pins on slack adjuster yoke (2 ea. per yoke) For all air brake chambers		No Bid		
7.7	Inverted rear brake chamber mounting in lieu of regular mounting		$ -	$ -	
7.8	Relocate air dryer		$ 272.00	$ -	
7.9	Bendix AD9 heated air dryer		$ 105.00	$ -	
7.10	Bendix AD-IP EP heated air dryer		$ 320.00	$ -	
7.11	Wabco System Saver 1200 Twin heated air dryer		$ 683.00	$ -	
7.12	Petcock Dreain Valves on brake system tanks	1	STD		
7.13	In Tank Auto heated drain valve		$ 42.00	$ -	
7.14	Lanyard control on supply wet tank		$ 16.00	$ -	
7.15	Lanyard control on all brake system tanks		$ 36.00	$ -	
7.16	Aluminum air reservoirs		$ 223.00	$ -	
7.17	Polished aluminum air reservoirs		$ 292.00	$ -	
7.18	Increase air capacity for installation of extra axles		$ 298.00	$ -	
7.19	MACK Road Stability Adv. Bendix ABS/ATC/RSA w/YAW control with mud/snow switch	1	$ 780.00	$ 780.00	
7.20	Bendix ABS system with traction control 4S/4M		STD		
7.21	Furnish automatic traction control (ATC full disable switch)	1	$ 105.00	$ 105.00	
7.22	Haldex "Gold Seal Plus" brake chamber		STD		
7.23	Haldex "Gold Seal Plus" brake chamber (3" Stroke)		$ 32.00	$ -	
7.24	Haldex "Life Seal Plus" brake chamber	1	$ 53.00	$ 53.00	
7.25	Haldex "Life Seal Plus" brake chamber (3" Stroke)		$ 73.00	$ -	
7.26	MGM TR-T2 Brake Chambers (Tamper Resistant & Breather Tubes)		$ 40.00	$ -	
7.27	MGM TR-T2 Long Stroke Brake Chambers (Tamper Resistant & Breather Tubes)		$ 40.00	$ -	
7.28	MGM TR3030LP3THD		$ 46.00	$ -	
7.29	Electric horn sound when driver door open with park brake released		$ 67.00	$ -	
7.30	Schreader valve, secondary		$ 47.00	$ -	
7.31	Relocate all air reservoir in frame		$ 58.00	$ -	
7.32	Air reservoir in frame, one reservoir on the RH rail behind Cleartech		$ 112.00	$ -	

8.0	**ENGINEERING/EXHAUST AND FUEL TANKS OPTIONS:**			
8.1	Mack MP7-345C 325HP@1500-1700 RPM (Peak) 1950 RPM (Gov) 1350 LB-FT Torque		STD	
8.2	Mack MP7-355C 355HP@1600-1800 RPM (Peak) 2100 RPM (Gov) 1250 LB-FT Torque		$ 296.00	$ -
8.3	Mack MP7-365C 365HP@1350-1700 RPM (Peak) 1950 RPM (Gov) 1450 LB-FT Torque		$ 575.00	$ -
8.4	Mack MP7-375C 375HP@1450-1900 RPM (Peak) 2100 RPM (Gov) 1350 LB-FT Torque		$ 840.00	$ -
8.5	Mack MP7-395C 395HP@1450-1700 RPM (Peak) 1950 RPM (Gov) 1550 LB-FT Torque		$ 1,302.00	$ -
8.6	Mack MP7-425C 425HP@1500-1800 RPM (Peak) 2100 RPM (Gov) 1550 LB-FT Torque		$ 2,060.00	$ -
8.7	Mack MP8-415C 415HP@1400-1700 RPM (Peak) 2100 RPM (Gov) 1650 LB-FT Torque		$ 1,960.00	$ -
8.8	Mack MP8-425C 425HP@1500-1900 RPM (Peak) 21000 RPM (Gov) 1550 LB-FT Torque	1	$ 2,230.00	$ 2,230.00
8.9	Mack MP8-445C 455HP@1400-1700 RPM (Peak) 2100 RPM (Gov) 1850 LB-FT Torque		$ 2,759.00	$ -
8.10	Mack MP8-455C 455HP@1400-1700 RPM (Peak) 2100 RPM (Gov) 1750 LB-FT Torque		$ 2,994.00	$ -
8.11	Mack MP8-505C 505HP@1500-1700 RPM (Peak) 1950 RPM (Gov) 1850 LB-FT Torque		$ 4,077.00	$ -
8.12	Cleartech RH Frame Rail relcoated for Twin Steer		$ 3,545.00	$ -
8.13	Cleartech with DPF vertical RH side BOC, w/SCR vertical LH side BOC		$ 3,848.00	$ -
8.14	Single (R/S) Outboard Frame Mounted Vertical Straight Exhaust Stack Turned Out		STD	
8.15	No Muffler, Single (R/S) Vertical Exhaust Cab Mounted, Lower Ventura Diffuser, Turned End	1	$ 291.00	$ 291.00
8.16	Dual Vertical Straight Exhaust Stack Turned Out End - N/A with Allison Transmission		$ 1,269.00	$ -
8.17	Dual Vertical Straight Exhaust Stack w/Bullhorns - N/A with Allison Transmission		$ 2,755.00	$ -
8.18	Underframe Right Side Inboard Mounted		$ 110.00	$ -
8.19	Single, Bright finish heat shield & stack	1	$ 75.00	$ 75.00
8.20	Dual, Bright finish heat shield & stack		$ 150.00	$ -
8.21	Single, Bright finish heat shield, stack & elbow		$ 189.00	$ -
8.22	Dual, Bright finish heat shield, stack & elbow		$ 400.00	$ -
8.23	Bright finish stainless steel heat shield for frame mounted Mack Cap DPF		$ 198.00	$ -
8.24	50 Gallon LH aluminum 22" Dia fuel tank		$ (300.00)	$ -
8.25	66 Gallon LH aluminum 22" Dia fuel tank		$ (248.00)	$ -
8.26	72 Gallon LH aluminum 26" Dia fuel tank		$ (180.00)	$ -
8.27	88 Gallon LH aluminum 22" Dia fuel tank		$ (177.00)	$ -
8.28	93 Gallon LH aluminum 26" Dia fuel tank		$ (100.00)	$ -
8.29	116 Gallon LH aluminum 22" Dia fuel tank		$ (86.00)	$ -
8.30	50 Gallon LH Aluminum D-Shape		$ (260.00)	$ -
8.31	66 Gallon LH Aluminum D-Shape		$ (208.00)	$ -
8.32	88 Gallon LH Aluminum D-Shape		$ (125.00)	$ -
8.33	116 Gallon LH Aluminum D-Shape		$ (15.00)	$ -
8.34	66 Gallon LH Aluminum D-Shape with Integral DEF Tank		STD	
8.35	72 Gallon LH Aluminum D-Shape 26" Dia. with Integral DEF Tank		$ 17.00	$ -
8.36	88 Gallon LH Aluminum D-Shape with Integral DEF Tank	1	$ 184.00	$ 184.00
8.37	93 Gallon LH Aluminum D-Shape 26" Dia. with Integral DEF Tank		$ 260.00	$ -
8.38	111 Gallon LH Aluminum D-Shape with Integral DEF Tank		$ 450.00	$ -
8.39	111 & 66 Gallon Aluminum D-Shape tanks, 66 Gallon isolated for Hyd oil		$ 839.00	$ -
8.40	50 Gallon RH aluminum 22" Dia fuel tank		$ 288.00	$ -
8.41	66 Gallon RH aluminum 22" Dia fuel tank		$ 357.00	$ -
8.42	88 Gallon RH aluminum 22" Dia fuel tank		$ 452.00	$ -
8.43	50 Gallon RH Aluminum D-Shape		$ 340.00	$ -
8.44	72 Gallon RH Aluminmum D-Shape		$ 449.00	$ -
8.45	93 Gallon RH Aluminmum D-Shape		$ 553.00	$ -
8.46	50 Gallon RH Aluminum D-Shape		$ 331.00	$ -
8.47	66 Gallon RH Aluminum D-Shape		$ 410.00	$ -
8.48	88 Gallon RH Aluminum D-Shape		$ 520.00	$ -
8.49	116 Gallon RH Aluminum D-Shape		$ 1,016.00	$ -
8.50	Single polished aluminum fuel tank		$ 206.00	$ -
8.51	Dual polished aluminum fuel tank		$ 412.00	$ -

8.52	Isolate RH fuel tank from fuel system for hyd oil		$ 30.00	$ -
8.53	Dual draw & return fuel system		$ 82.00	$ -
8.54	Filter neck screen for fuel tank		$ 81.00	$ -
8.55	Lockable fuel tank cap		$ 35.00	$ -
8.56	Bright finish DEF tank cover		$ 33.00	$ -
8.57	6.6 Gallon 22" Left Side Fuel Tank Mounted Def Tank	1	STD	
8.58	8.7 Gallon 26" Left Side Fuel Tank Mounted Def Tank		$ 22.00	$ -
8.59	11.8 Gallon 22" Left Side Frame Mounted Def Tank		$ 48.00	$ -
8.60	Bright Finish Aluminum steps & stainless steel bright finish straps		$ 146.00	$ -
8.61	Bright Finish Fuel Tank Straps - Single Tank	1	$ 32.00	$ 32.00
8.62	Flocs oil change system w/disconnecting fittings		$ 133.00	$ -

9.0 ENGINE RELATED OPTIONS:

9.1	Oil fill and dipstick EZ access	1	STD	
9.2	Delco 35 SI Brushless Alternator, 135 AMP		No Bid	
9.3	Delco 24 SI Alternator, 130 AMP		No Bid	
9.4	Delco 24 SI Alternator, 145 AMP		No Bid	
9.5	Leece-Neville Alternator, 145 AMP		No Bid	
9.6	Dual element air cleaner	1	STD	
9.7	Donaldson Single Stage Air cleaner per spec 12.1 (Inside/Outside Air Intake)		$ 329.00	$ -
9.8	Thumb screws for Donaldson. Single stage Air Cleaner		STD	
9.9	Fuel/water separator/heated/ Thermostatically controlled, Davco		$ 522.00	$ -
9.10	Davco 387 water separator, non heated		$ 156.00	$ -
9.11	Non-heated fuel/water separator, Mack w/manual drain valve (integral w/primary fuel filter		STD	
9.12	Coolant spin on filter/conditioner	1	$ 55.00	$ 55.00
9.13	Front engine powered take off adapter and radiator cut out		$ 119.00	$ -
9.14	Air applied fan drive, Kysor two speed K32 Duro speed fan		No Bid	
9.15	Air applied fan drive, _____(Brand)		No Bid	
9.16	Viscous fan drive - Behr Electronically modulated	1	STD	
9.17	Radiator hose package (Silicone) per Spec 12.2		$ 279.00	$ -
9.18	Curved exhaust pipe end	1	STD	
9.19	Fuel tank per specification 12.7			
9.20	Engine block heater	1	STD	
9.21	In line fuel heater		$ 473.00	$ -
9.22	In tank fuel heater		$ 407.00	$ -
9.23	Fuel cooler		No Bid	
9.24	Radiator bug screen	1	STD	
9.25	Engine brake system	1	STD	
9.26	Relocate air dryer		$ 272.00	$ -
9.27	Extended life anti-freeze	1	$ 55.00	$ 55.00
9.28	Starter motor options			
9.29	Delco 39MT-MXT Starter	1	STD	
9.30	Mitsubishi electric 105P planetary gear reduction starter		$ 53.00	$ -
9.31	Relocate fuel filter		$ 297.00	$ -
9.32	Silicone radiator & heater hose with gate valve on each heater hose		$ 233.00	$ -
9.33	Mack brand EPDM radiator & heater hoses with 1/4 turn ball valve		$ 92.00	$ -
9.34	Rubber Hose In & Out Fuel Heater, Silicone on all other lines		$ 221.00	$ -
9.35	Delco 160AMP Brush Type Alternator (28SI)		STD	
9.36	Delco 165AMP Brushless Alternator (36SI)		$ 206.00	$ -
9.37	Delco 165AMP Brushless Alternator (36SI) w/Remote Voltage Sensing		$ 235.00	$ -
9.38	Delco 240 AMP Brushless Alternator (40SI) w/Remote Voltage Sensing		$ 516.00	$ -
9.39	Delco 320 AMP Brushless Alternator (40SI) w/Remote Voltage Sensing		$ 894.00	$ -
9.40	Meritor/Wabco 636 (37.4 CFM) air compressor	1	STD	
9.41	Winterfront over radiator (-40F and up)		$ 113.00	$ -
9.42	Extreme Winterfront over radiator (-40F to -60F)		$ 214.00	$ -
9.43	Corrosion resistant oil pan - Recommended for snow plow trucks	1	$ 147.00	$ 147.00
9.44	Stainless steel oil pan		$ 2,435.00	$ -
9.45	Davco 387 heated fuel-water separator	1	$ 437.00	$ 437.00
9.46	120V, 1000W block heater with 150W oil pan heater wired to same receptacle		$ 137.00	$ -
9.47	Electric preheater	1	$ 62.00	$ 62.00
9.48	Tether device -furnish cap retainer for oil fill, radiator overflow tank, battery box & tool box when furnish		$ 27.00	$ -
9.49	Rear engine PTO (Repto): Flange SAE 1350/1410/ISO 7647		$ 2,115.00	$ -

9.50	Rear engine PTO (Repto): Splined Shaft Groove (Female) DIN 5462 for isntall of hydraic pump		$ 2,115.00	$ -
9.51	Air operated PTO control - includes in cab control (RMPTO only)		$ 118.00	$ -
9.52	PTO switch and light with wiring and piping	1	$ 181.00	$ 181.00
9.53	PTO switch and light with wiring and piping - M-Drive transmission		$ 181.00	$ -

TRANSMISSION OPTIONS:

10.1	2 plate 14" ceramic clutch option for manual transmission		No Bid	
10.2	2 plate 15½" ceramic clutch option for manual transmission		STD	
10.3	External grease fitting for throw out bearing		STD	
10.4	Adjustment free option for 2 plate clutches		$ 55.00	$ -
10.5	Synthetic (TranSynd) lubrication for Automatic Transmission	1	$ 351.00	$ 351.00
10.6	Synthetic lubrication for manual transmission		STD	
10.7	Allison 3000-RDS 5/6 speed push button, PTO		$ 7,386.00	$ -
10.8	Allison 3000-RDS 5/6 speed push button, PTO, w/output retarder		$ 9,783.00	$ -
10.9	Allison 3000-EVS 6 speed push button, PTO		$ 9,625.00	$ -
10.10	Allison 4000-RDS 5 speed push button, PTO		$ 13,751.00	$ -
10.11	Allison 4000-RDS 6 speed push button, PTO		$ 13,751.00	$ -
10.12	Allison 4000-RDS 6 speed push button, PTO, w/output retarder		$ 19,959.00	$ -
10.13	Allison 4000-EVS 6 speed push button, PTO		$ 14,972.00	$ -
10.14	Allison 4500-RDS 6 speed push button, PTO	1	$ 14,772.00	$ 14,772.00
10.15	Allison 4500-RDS-R 6 speed, with retarder, push button, PTO		$ 21,226.00	$ -
10.16	Allison 4500-EVS 6 speed push button, PTO		$ 16,251.00	$ -
10.17	Mack TMD12AFD-HD automated 12 speed transmission (direct drive)		$ 3,718.00	$ -
10.18	Mack TMD12AFD-HD automated 12 speed transmission (over drive)		$ 3,718.00	$ -
10.19	Mack TMD13AFD-HD automated 13 speed. Transmission, creeper/multi-speed reverse (direct drive)		$ 7,438.00	$ -
10.20	Mack TMD13AFD-HD automated 13 speed. Transmission, creeper/multi-speed reverse (over drive)		$ 7,438.00	$ -
10.21	Mack TMD13AFD-HD automated 14 speed. Transmission, ultra-low creeper/multi-speed reverse (over drive)		$ 7,839.00	$ -
10.22	Fuller FRO-14210C, 10 speed manual transmission, PTO		STD	
10.23	Fuller RTO-14908LL, 10 speed manual transmission, PTO		$ 855.00	$ -
10.24	Fuller FRO-16210C, 10 speed manual transmission, PTO		$ 1,298.00	$ -
10.25	Fuller RTO-16908LL, 10 speed manual transmission, PTO		$ 1,585.00	$ -
10.26	Fuller FRO-18210C, 10 speed manual transmission, PTO		$ 1,614.00	$ -
10.27	Fuller RTO-14909ALL, 11 speed manual transmission, PTO		$ 1,390.00	$ -
10.28	Fuller RTO-16909ALL, 11 speed manual transmission, PTO		$ 2,102.00	$ -
10.29	Fuller RTLO-18913A, 13 speed manual transmission, PTO		$ 2,848.00	$ -
10.30	Fuller RTLO-18918B, 18 speed manual transmission, PTO		$ 3,407.00	$ -
10.31	Air assist clutch		$ 387.00	$ -
10.32	Mechanical clutch cable		$ 160.00	$ -
10.33	Open grated clutch pedal		$ 16.00	$ -
10.34	Transmission oil cooler	1	STD	
10.35	Driveshaft guard for center bearing		$ 32.00	$ -
10.36	T-Handle shift lever for Allison - Floor mounted		$ 327.00	$ -
10.37	Allison shift to neutral when park brake engaged	1	STD	
10.38	3rd or 4th gear hold for Allison transmission		$ 150.00	$ -
10.39	Stainless steel transmission coolant pipes	1	$ 175.00	$ 175.00
10.40	PTO PTR-FL, Single RH (Inner)		$ 1,763.00	$ -
10.41	PTO PTR-DM, Single RH, DIN 5462 (Inner)		$ 1,040.00	$ -
10.42	PTRD-D3, Dual RH/LH, DIN 5462 Right & Left		$ 1,764.00	$ -
10.43	PTRD-D4, Dual RH/LH, SAE 1400 Flange Right & Left		$ 1,821.00	$ -
10.44	GP1-41 Parker gear pump - requires M-Drive transmission and RMPO		$ 505.00	$ -
10.45	GP1-60 Parker gear pump - requires M-Drive transmission and RMPO		$ 637.00	$ -
10.46	GP1-80 Parker gear pump - requires M-Drive transmission and RMPO		$ 684.00	$ -
10.47	F1-61R Parker gear pump - requires M-Drive transmission and RMPO		$ 740.00	$ -
10.48	F1-81R Parker gear pump - requires M-Drive transmission and RMPO		$ 825.00	$ -
10.49	F1-101R Parker gear pump - requires M-Drive transmission and RMPO		$ 997.00	$ -

11.0 ELECTRICAL OPTIONS:

11.1	Resettable circuit breaker electrical protection		No Bid	
11.2	Automatic reset circuit breakers		No Bid	

11.3	Solid state circuit protection		No Bid	
11.4	Circuit box under hood or end of frame, each		No Bid	
11.5	Battery disconnect switch off negative side		$ 113.00	$ -
11.6	Remote jump start terminals		$ 128.00	$ -
11.7	Back up alarm (Preco Factory Model)		No Bid	
11.8	OEM daytime running lights	1	STD	
11.9	3000 CCA batteries in lieu of 1950CCA		$ 66.00	$ -
11.10	3 each 650/1950 CCA batteries in lieu of 2 each batteries		STD	
11.11	Battery box aft of cab		$ 46.00	$ -
11.12	Grote 44710 flasher		No Bid	
11.13	Signal Stat 935 turn signal per Spec 12.6	1	STD	
11.14	Auxiliary customer access circuits	1	STD	
11.15	Switch for snowplow lights mounted on instrumental panel. Includes wiring terminated near headlights, for customer mounted auxiliary snowplow lights.	1	$ 80.00	$ 80.00
11.16	Power source terminal-2 stud type-mounted on firewall or inside cab with ground to frame rail and to starter, with 6 gauge wire.		No Bid	
11.17	10-position switch panel mounted on instrument panel. Includes 10 lighted switches, ignition control; switches will control relays which will feed stud type junction block mounted inside cab.		No Bid	
11.18	Vehicle speed sensor with speed signal at fuse panel for sander ground speed control system.	1	$ 20.00	$ 20.00
11.19	Battery box left hand rail back of fuel tank		$ 216.00	$ -
11.20	Battery terminal cable with tall battery terminal nuts		No Bid	
11.21	Dash mounted indicator body/hoist up body builder lamp		$ 71.00	$ -
11.22	RH/LH led work light on both side of truck		$ 132.00	$ -
11.23	Polished aluminum battery box cover	1	$ 60.00	$ 60.00
11.24	Molded plastic with splash guard		$ 34.00	$ -
11.25	Painted steel battery box		No Bid	
11.26	Lockable steel battery box		$ 69.00	$ -
11.27	Battery shock pad		$ 4.00	$ -
11.28	Body Link w/cab floor pass thru hole/rubber boot		STD	
11.29	Body Link w/o cab floor pass thru hole/rubber boot	1	$ 225.00	$ 225.00
11.30	2 Extra dash mounted illuminated toggle switches		$ 17.00	$ -
11.31	One extra dash mounted rocker switch thru battery for local installed items		$ 10.00	$ -
11.32	One extra dash mounted rocker switch thru ignition for local installed items		$ 10.00	$ -
11.33	Six extra switches 2-15A ignition, 1-20A ignition, 1-10A ignition, 1- 5A battery, & 1-20A battery		$ 128.00	$ -
11.34	Eight switches - front strobe, rear strobes, wing light, wing strobe, sander light, tail gate lock, and vibrator	1	$ 275.00	$ 275.00
11.35	Back up alarm with intermittent feature (Ambient noise sensitive, 90 & 78 DB)		$ 114.00	$ -
11.36	Ecco back-up alarm 575 constant sound level	1	$ 85.00	$ 85.00
11.37	Ecco back-up alarm SA917 ambient noise sensitive		$ 114.00	$ -
11.38	Pollak 41-722 constant audible (mounted on rear crossmember)		$ 94.00	$ -
11.39	Fog lights		$ 107.00	$ -
11.40	Fog lights provisions - includes dash control & wiring for local installation of fog lights		$ 14.00	$ -
11.41	Incandescent tail light		STD	
11.42	Brake lighting on with engine brake		$ 94.00	$ -
11.43	LED type tail lights	1	$ 230.00	$ 230.00
11.44	Three Mack 925 CCA AGM Long Life Batteries		$ 263.00	$ -
11.45	Four Mack 1000/4000 CCA		$ 188.00	$ -
11.46	Switch in dash with wiring to cab roof, above LH & RH doors for local installation of strobe lights		$ 36.00	$ -
11.47	(2) Roof Mounted Whelan Strobes with switch in dash		$ 1,892.00	$ -
11.48	LH roof mounted spot light		$ 344.00	$ -
11.49	Trucklite LED side marker light		$ 119.00	$ -

12.0 CAB EXTERIOR OPTIONS:

12.1	Dual electric horns	1	STD	
12.2	Air horns, dual, round, with snow shields		$ 109.00	$ -
12.3	Dual rectangular air horns	1	$ 83.00	$ 83.00
12.4	Fender mirrors per Spec 12.4		$ 153.00	$ -
12.5	Heated mirrors per Spec 12.5 -West Coast		$ 119.00	$ -
12.6	Remote control for R.H. mirror & heated		No Bid	
12.7	Remote control for dual mirrors & heated - Bulldog stylized mirrors illuminated with integral convex mirror		$ 488.00	$ -
12.8	Upcharge for cab extension or larger cab		No Bid	

12.9	Severe duty aluminum cab option		No Bid		
12.10	Dupont Highway orange paint or equal		$ 31.00	$ -	
12.11	Premium paint color option		$ 233.00	$ -	
12.12	Imron paint option	1	STD		
12.13	Imron and clear coat paint option	1	STD		
12.14	Top of hood painted flat black		$ 706.00	$ -	
12.15	Cab Air Ride Suspension	1	STD		
12.16	Tilting hood per Spec 12.8	1	STD		
12.17	Butterfly option on hood		$ 413.00	$ -	Removed
12.18	Transverse hood opening w/setback axle		No Bid		
12.19	Front fender mounted turn signals		No Bid		
12.20	Cab visor, external, painted to match cab color	1	$ 212.00	$ 212.00	
12.21	Front fender extensions	1	$ 105.00	$ 105.00	
12.22	Front fender mud flaps	1	STD		
12.23	Arctic winter wiper blades		$ 22.00	$ -	
12.24	Optional windshield washer tank	1	$ 31.00	$ 31.00	
12.25	Per truck charge for all trucks, key identical		$ 43.00	$ -	
12.26	RH observation prism window in door		$ 32.00	$ -	
12.27	Spotlight LH, RH, or roof mounted each		$ 71.00	$ -	
12.28	Front tow hooks	1	STD		
12.29	Rear tow hooks		$ 25.00	$ -	
12.30	Per truck charge for all trucks, key identical - 4 keys		$ 39.00	$ -	
12.31	Remote control for dual mirrors & heated - Aerodynamic	1	$ 191.00	$ 191.00	
12.32	Remote control for dual mirrors & heated - Aerodynamic body color		$ 151.00	$ -	
12.33	Aerodynamic Moto-Mirror Package: LH/RH Motorized & Heated		$ 581.00	$ -	
12.34	Heated electric wiper blades	1	$ 157.00	$ 157.00	
12.35	Heated windshield	1	$ 425.00	$ 425.00	
12.36	One piece windshield	1	$ 97.00	$ 97.00	
12.37	Bright finish hood intake	1	STD		
12.38	Bright finish bars with surround grille	1	$ 86.00	$ 86.00	
12.39	Bullet type chrome marker & clearance lights		$ 75.00	$ -	
12.40	Led type marker & clearance lights	1	$ 75.00	$ 75.00	
12.41	RH tool box mounted on frame rail		$ 256.00	$ -	
12.42	Heated convex mirrors	1	$ 39.00	$ 39.00	
12.43	Electronic keyless entry		$ 151.00	$ -	
12.44	Bright finish RH fender mirror		$ 77.00	$ -	
12.45	Bus style 1/4 round black finish fender mirrors		$ 222.00	$ -	
12.46	Stainless steel exterior sun visor		$ 288.00	$ -	
12.47	Bright Finish hood latches		$ 89.00	$ -	
12.48	10" round bright finish heated fender mirrors	1	$ 272.00	$ 272.00	
12.49	Rect convex mirror above RH driver door window		$ 27.00	$ -	

13.0 CAB INTERIOR OPTIONS:

13.1	**Medium grade interior trim package**				
13.2	Comfort Trim Package, Steel Gray		$ 292.00	$ -	
13.3	Comfort Trim Package, Sierra Tan		$ 292.00	$ -	
13.4	**Premium grade interior trim package**				
13.5	Preferred Trim Package, Steel Gray	1	$ 762.00	$ 762.00	
13.6	Preferred Trim Package, Sierra Tan		$ 762.00	$ -	
13.7	Round universal gauge package	1	STD		
13.8	Power window, passenger side	1	STD		
13.9	Power window/both passenger and driver window	1	STD		
13.10	O.E.M factory installed, AM/FM stereo, Weather Band,		$ (28.00)	$ -	
13.11	O.E.M factory installed, AM/FM Premium stereo, Weather Band, Handsfree interface, Bluetooth	1	STD		
13.12	O.E.M factory installed, AM/FM Premium stereo, Weather Band, Handsfree interface, Bluetooth, Sirius/Xm Satellite		$ 181.00	$ -	
13.13	Radio accommodation package includes antenna, power supply and two speakers (No radio)		$ (127.00)	$ -	
13.14	Infotainment + Premium Stereo, Weather Band, Handsfree interface, Bluetooth, Sirius/XM Satellite		$ 1,036.00	$ -	
13.15	Navigation, requires Infotainment		$ 770.00	$ -	
13.16	Prep-Kit for Backup Camera, requires Infotainment		$ 146.00	$ -	
13.17	Navigation & Prep-Kit for Backup Camera, requires Infotainment		$ 919.00	$ -	
13.18	O.E.M factory installed, air conditioning	1	STD		
13.19	Cab mounted non-resettable hour meter	1	STD		
13.20	Dash mounted air cleaner air restriction gauge - (Display in Co-Pilot only)	1	STD		
13.21	Transmission temp gauges	1	STD		
13.22	Windshield defroster fan w/switch dash mounted		$ 101.00	$ -	
13.23	Between seats mounted console		$ 359.00	$ -	
13.24	Transmission oil sensor (check & fill)	1	STD		

13.25	CB hot jacks dash mounted		No Bid	
13.26	Tilt & telescope steering wheel		No Bid	
13.27	Tilt steering wheel	1	STD	
13.28	Self canceling turn signals	1	STD	
13.29	Mack - Air Drivers Seat, High Back, 1 Chamber Air Lumbar		STD	
13.30	Sears - Air Drivers Seat, Atlas 80, High Back, 4 Chamber Air Lumbar		$ 496.00	$ -
13.31	Sears - Air Drivers Seat, Atlas 80, High Back, 4 Chamber Air Lumbar w/Heat	1	$ 486.00	$ 486.00
13.32	Mack - Air Drivers Seat, high back, 4 Chaber Air Lumbar, Bolster, Extension		$ 436.00	$ -
13.33	Mack - Air Drivers Seat, High Back w/Adjustable Air Shocks, 4 Chamber Air Lumbar, Bolster, Extension w/Heat		$ 509.00	$ -
13.34	National-Air Drivers Seat, Wide Width/High Back, 3 Chamber Air Lumbar		$ 346.00	$ -
13.35	National-Air Drivers Seat, Wide Width/High Back, 3 Chamber Air Lumbar w/Heat		$ 441.00	$ -
13.36	Drivers Seat Covering, Black Mordura		$ 250.00	$ -
13.37	Drivers Seat Covering, Blended Black & Gray Mordura		$ 257.00	$ -
13.38	Drivers Seat Covering, Black Vinyl		$ 171.00	$ -
13.39	Drivers Seat Covering, Blended Black & Gray Vinyl		$ 45.00	$ -
13.40	Drivers Seat Covering, Vinyl		STD	
13.41	Drivers Seat Covering, Vinyl/Cloth Mix		$ 194.00	$ -
13.42	Drivers Seat Covering, Ultra Leather		$ 635.00	$ -
13.43	Drivers Seat Covering, Blended Black & Gray Vinyl/Cloth Mix		$ 211.00	$ -
13.44	Drivers Seat Covering, Blended Black & Gray Ultra Leather	1	$ 649.00	$ 649.00
13.45	Omit Riders Seat		$ (70.00)	$ -
13.46	Mack - Fixed Rider Seat, High Back	1	STD	
13.47	Mack - Fixed Rider Seat, High Back w/Storage Box		$ 71.00	$ -
13.48	Mack - Fixed Rider Wide Bench Seat, Mid Back w/Storage Box		$ 381.00	$ -
13.49	Mack - Fixed Rider Bench Seat, Mid Back w/Storage Box		$ 231.00	$ -
13.50	Mack - Air Riders Seat, High Back, 1 Chamber Air Lumbar		$ 107.00	$ -
13.51	Sears - Air Riders Seat, Atlas 80, High Back, 4 Chamber Air Lumbar		$ 463.00	$ -
13.52	Sears-Air Riders Seat, Atlas 80, High Back, 4 Chamber Air Lumbar w/Heat		$ 483.00	$ -
13.53	Mack - Air Riders Seat, high back, 4 Chaber Air Lumbar, Bolster, Extension		$ 624.00	$ -
13.54	Mack - Air Riders Seat, High Back w/Adjustable Air Shocks, 4 Chamber Air Lumbar, Bolster, Extension w/Heat		$ 675.00	$ -
13.55	National-Air Riders Seat, Wide Width/High Back, 3 Chamber Air Lumbar		$ 348.00	$ -
13.56	National-Air Riders Seat, Wide Width/High Back, 3 Chamber Air Lumbar w/Heat		$ 437.00	$ -
13.57	Riders Seat Covering, Black Mordura		$ 250.00	$ -
13.58	Riders Seat Covering, Blended Black & Gray Mordura		$ 257.00	$ -
13.59	Riders Seat Covering, Black Vinyl		$ 171.00	$ -
13.60	Riders Seat Covering, Vinyl		STD	
13.61	Riders Seat Covering, Vinyl/Cloth Mix		$ 194.00	$ -
13.62	Riders Seat Covering, Ultra Leather		$ 635.00	$ -
13.63	Riders Seat Covering, Blended Black & Gray Vinyl/Cloth Mix		$ 211.00	$ -
13.64	Riders Seat Covering, Blended Black & Gray Vinyl/Cloth Mix		$ 211.00	$ -
13.65	Riders Seat Covering, Blended Black & Gray Ultra Leather	1	$ 649.00	$ 649.00
13.66	Inboard mounted driver arm rest		$ 21.00	$ -
13.67	Inboard mounted driver & rider arm rest	1	$ 40.00	$ 40.00
13.68	Without Drivers or Riders Armrest		STD	
13.69	Driver seat dust cover	1	$ 9.00	$ 9.00
13.70	Passenger seat dust cover - Not Available with fix passenger seat		$ 11.00	$ -
13.71	Drive & Rider Seatbetl with Height Adjustable D-Ring, Orange in Color		$ 88.00	$ -
13.72	Orange driver & rider seat belt		$ 76.00	$ -
13.73	Push button type starter		$ 14.00	$ -
13.74	Co-pilot driver display (enhanced 4.5" diagonal graphic LCD display w/4-button stalk control - includes guard dog routine maintenance monitoring	1	STD	
13.75	Roadwatch ambient air temp gauge for outside and road temps - requires aero-dynamic mirrors		$ 755.00	$ -
13.76	5lb fire extinguisher between driver seat base and door with valve aimed rearward	1	$ 63.00	$ 63.00
13.77	Reflector kit parallel to inside of rider base seat	1	$ 27.00	$ 27.00
13.78	Reflector kit mounted parallel & centered agaisnt BOC		$ 32.00	$ -
13.79	Blend air HVAC with ATC temp regulation & APADS		$ 169.00	$ -
13.80	Cab cleanout - includes in cab pneumatic line		$ 53.00	$ -
13.81	Cobra 29LTD Classc CB radio		$ 343.00	$ -

13.82	Cobra 19DX-IV Compact Cb Radio w/Dynamic Mic		$ 153.00	$ -
13.83	48" Radio antenna right side mirror mounted		$ 4.00	$ -
13.84	48"CB Antenna left side mirror mounted		$ 38.00	$ -
13.85	CB Binding Posts in Overhead Console		$ 17.00	$ -
13.86	CB Mounting in Overhead Console		$ 48.00	$ -
13.87	Auto shutoff for radio when truck is in reverse		$ 55.00	$ -
13.88	Without Secondary Gauge Pckage		STD	
13.89	Exhaust pyrometer, transmission oil temperature, boost pressure and brake application gauges	1	$ 75.00	$ 75.00
13.90	Exhaust pyrometer, transmission oil temperature, engine oil temperature and brake application gauges		$ 100.00	$ -
13.91	Exhaust pyrometer, transmission oil temperature, boost pressure and engine oil temperature gauges		$ 75.00	$ -
13.92	Exhaust pyrometer, transmission oil temperature, engine oil temperature and air cleaner restriction gauges		$ 100.00	$ -
13.93	Rear Axle temperature gauge		$ 91.00	$ -
13.94	Red floor lighting w/switch plus (4) door lamps w/switches	1	$ 103.00	$ 103.00
13.95	Interior storage console mounted on floor between seats w/12 volt power outlet		$ 359.00	$ -
13.96	Bodybuilder interior console mounted to floor between seats		$ 243.00	$ -

14.0 MN/DOT OPTIONS:

14.1	Additional warranty coverage per spec 12.9			
14.2	Engine Plan 2 60 months 250,000 miles	1	$ 2,910.00	$ 2,910.00
14.3	Engine Plan 2 72 months 250,000 miles		$ 4,690.00	$ -
14.4	Engine Plan 2 84 months 250,000 miles		$ 6,270.00	$ -
14.5	Engine Plan 2 60 months 250,000 miles - HP over 460 horses		$ 4,308.00	$ -
14.6	Engine Plan 2 72 months 250,000 miles - HP over 460 horses		$ 6,961.00	$ -
14.7	Engine Plan 2 84 months 250,000 miles - HP over 460 horses		$ 9,414.00	$ -
14.80	Engine after-treatment systems (EATS) 60 months 250,000 miles	1	$ 942.00	$ 942.00
14.90	Engine after-treatment systems (EATS) 72 months 250,000 miles		$ 1,708.00	$ -
14.10	Engine after-treatment systems (EATS) 84 months 250,000 miles		$ 2,274.00	$ -
14.11	Engine after-treatment systems (EATS) 60 months 250,000 miles - HP over 460 horses		$ 1,566.00	$ -
14.12	Engine after-treatment systems (EATS) 72 months 250,000 miles - HP over 460 horses		$ 2,087.00	$ -
14.13	Engine after-treatment systems (EATS) 84 months 250,000 miles - HP over 460 horses		$ 2,408.00	$ -
14.14	M-Drive HD Transmission 48 months 500,000 miles		$ 2,166.00	$ -
14.15	M-Drive HD Transmission 60 months 500,000 miles		$ 3,216.00	$ -
14.15	Allison 60 month unlimited mileage Extended Warranty		$ 1,312.00	$ -
14.16	HVAC (Air Conditioning) 60 months		$ 840.00	$ -
14.17	Starter 60 months 300,000 miles		$ 282.00	$ -
14.18	Alternator 60 months 300,000 miles		$ 324.00	$ -
14.19	Starter & Alternator 60 months 300,000 miles		$ 438.00	$ -
14.20	Prebuild specification meeting (per person) to be held in St. Paul/Minneapolis area.		$ 1.00	$ -
14.21	Pilot inspection meeting (per person).		$ 2,250.00	$ -

15.0 TRAILER TOW OPTIONS:

15.1	Trailer tow package extended to rear of frame		$ 417.00	$ -
15.2	Trailer package extend to rear of frame per Spec 12.12		$ 534.00	$ -
15.3	Single 7 pin SAE type, end of frame		$ 117.00	$ -
15.4	Dual 7 pins standard SAE type, end of frame (1) for trailer with electric brakes, (1) for trailer with air brakes		$ 213.00	$ -
15.5	Hand control valve for trailer brakes		$ 48.00	$ -

16.0 MANUALS / TRADE-IN INTEREST FEE:

16.1	Percent interest per month (non-compounding) on unpaid cab & chassis balance. Applies only to CPV Members. (Payable after trade-in is delivered to vendor). Percentage/per month.			
16.3	Manuals in print form, parts repair and service, per set		No Bid	
16.4	Premium Tech Tool		$ 4,000.00	$ -

17.0 Delivery Charges:

Price per loaded mile Starting Point

17.1	Roseville, MN 55113		$ 2.50	$ -

18.0 Maintenance/ Body Shop Labor rates

18.1	Rate for Initial Inspection/Diagnostoce		$ 195.00	$ -
18.2	Rate for Mechanical Work		$ 195.00	$ -
18.3	Rate for Body Work		$ 195.00	$ -

19.0 **Quantity Discounts:**

20 **Next Model Year Upcharges**

	Enter the following Production Model Year here >>>>>>>>>		2026		
20.1	Percentage Upcharge for the following Model Year Base Unit	1	2.00%	$	2,449.80
20.2	Percentage Upcharge for the following Model Year Options	1	2.00%	$	876.24
	Enter the following Production Model Year here >>>>>>>>>		2027		
20.1	Percentage Upcharge for the following Model Year Base Unit	1	2.00%	$	2,449.80
20.2	Percentage Upcharge for the following Model Year Options	1	2.00%	$	876.24

Total Cost: $ 172,954.08

NUSS TRUCK & EQUIPMENT

Quotation

2195 WEST COUNTY ROAD C2
ROSEVILLE, MN 55113
Phone: 651-633-4810 Fax: 651-635-0928

DATE 1/5/2026
Quotation # 10526GS2
Customer ID:
State Contract #: T-647(5)

Prepared by: Gene Schaffer

Name
City Of Elk River
13065 Orono Pkwy NW
Elk River, MN 55330
Mitch Litfin
mlitfin@elkrivermn.gov

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	2027MY Mack Granite GR64FR Tandem Axle Chassis Per State Contract Option List	$ 172,954.08	$ 172,954.08
	Dated 1/5/2026		
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
	Sales tax not included		$ -
	Reg fees		$ -
	Accepted by:_____DATE_____	SUBTOTAL	$ 172,954.08
	Body Builder_____Build Date_____	TOTAL	$ 172,954.08

THANK YOU FOR YOUR BUSINESS!

TOWMASTER TRUCK EQUIPMENT
TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
TOWMASTERTRUCK.COM

Reference No.
QT 95292

** QUOTATION **

Ship To:	**Cust:** 3066	**Phone:**	**Bill To:**	**Phone:**
ELK RIVER, CITY OF 19000 PROCTOR RD ELK RIVER	MN 55330	USA	ELK RIVER, CITY OF 19000 PROCTOR RD ELK RIVER	MN 55330

ATTN: CHRIS TEFF 763-232-0858

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	CHRIS GUGGEMOS	NET 30 DAYS	4/03/25	4/08/25	7/15/22

Serial No.

Order Comments: **STATE OF MN CONTRACT # 267372**

Qty	Part No.	Description	Price Ea.	Net Amt.
1	9900140	- Body 14'6" EDGE-RS/CS-56-46-46 - - 56" 7ga Stainless Front w/CS hoist doghouse, 46" 7ga Stainless radius sides (no pockets), 46" 7ga Stainless w/Hardox 450 face Tailgate, 1/4" Hardox-450 Floor, 8" I-Beam Longsills, Air-trip ready linkage, Underside Black	$27,078.00	$27,078.00
1	SERVICE JOB	- T - Misc parts and labor for: INSTALL BOARD POCKETS ON DRIVERS SIDE ONLY QTY 4 SEE 2020 BUILD PICTURES	$200.00	$200.00
1	9901701	- Installation of Dump Body to hoist	$2,420.00	$2,420.00
1	9900145	- Body acc'y TMTE Air trip kit, w/solenoid valve,	$505.00	$505.00
1	9901702	- Installation of air operated tailgate latch kit, with solenoid valve in hydraulic valve enclosure.	$472.00	$472.00
1	9900147	- Body acc Box Vibrator - Cougar model DC3200	$866.00	$866.00
1	9901703	- Installation of Box Vibrator, with solenoid located in hydraulic valve enclosure.	$549.00	$549.00
1	9900156	- Cabshield, 1/2 type Stationary Free-Standing style,w/plain STAINLESS STEEL canopy, Hot-Dipped Galvanized tubing construction support stand, Slotted Center Viewing Window, (2) shovel holders, & reservior mounts, Installed.	$4,551.00	$4,551.00
1	9900207	- Ladder Flip-A-Way Access ladder (STAINLESS STEEL) Including Grab Handle above, and Interior Step, ea, Installed SPECIFY LOCATION HERE:PUT LADDER ON RH FRONT OF TRUCK	$731.00	$731.00

--- Continued ---

Accepted by **Date**

Price:

Total Discounts:

Net Cost:

Freight

Total:

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PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	CHRIS GUGGEMOS	NET 30 DAYS	4/03/25	4/08/25	7/15/22

Serial No.

Qty	Part No.	Description	Price Ea.	Net Amt.
1	9900211	Body acc'y Dual "split" sander manifolds in rear corner posts	$534.00	$534.00
1	9904246	Light Warning TMTE1SS-3 PKG: (2) STAINLESS STEEL 23H 3-light LED Micro-Edge, (2) 5M-400 Super-LED, (2) Side TIR3 LED, (2) 400 Max B-T-T LED, & (2) 400 LED BU Lights, in Stainless M Housings, (1) TIR3 LED Wing light, and (2) 4" LED work lights Installed	$5,821.00	$5,821.00
1	9905778	Light, Mirror Mounted ABL 3800 LED HEAD LAMP PLOW LIGHTS W/ICE MELTING TECHNOLOGY Installed	$1,567.00	$1,567.00
1	9900267	Fender set Minimizer M400, for Tandem Axle, black Poly, Installed	$1,839.00	$1,839.00
1	1965280	Minimizer FKMACK2B Floor Mat Set for TDM and SGL	$253.00	$253.00
1	9904691	INSTALLATION of (Initial) Single camera system **NOTE:1ST MOUNTED ON RH REAR CORNER POST CURB SIDE, FOR IN PROTECTIVE COVER QUED FOR REVERSE USAGE	$471.00	$471.00
2	9904692	Camera System option, NORTECH 9100-2HC 120 degree night vision CCD weather-proof HEATED camera, only GEN 5 6100	$182.00	$364.00
2	9904693	Camera System option, NORTECH 9100-4 Harness, 65' Waterproof GEN 5 6100	$195.00	$390.00
1	9904694	INSTALLATION of Extra Camera, & Harness GEN 5 6100 **NOTE: 2ND MOUNTED ON STROBE TUBE FOR WING VIEW	$235.00	$235.00
1	1941405	Camera Guard, SS, Bolt-On	$43.00	$43.00

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Accepted by **Date**

Price:
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Total:

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ATTN: CHRIS TEFF 763-232-0858

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	CHRIS GUGGEMOS	NET 30 DAYS	4/03/25	4/08/25	7/15/22

Serial No.

1 9905502 - PreCise ARC Sensor Mount #1126929, only GEN 5 6100	**$80.00**	**$80.00**
1 9905835 - PreCise ARC Sensor #1117640, only, for Wireless GEN 5 CONTROLLER Applications (LESS MTG BRKT), installed INSTALLED	**$770.00**	**$770.00**
1 9900297 - Pre-Wet Towmaster/Varitech LDS-TMR-190-EGF Body Side Mt Sys for Elliptical body. (2) 95 gal tanks, mtg hardware, plumbi ng, Electric Gravity Feed valve	**$4,730.00**	**$4,730.00**
1 9902483 - Installation of TMR pre-wet system (New Towmaster Body)	**$1,411.00**	**$1,411.00**
1 9900317 - Hoist Towmaster/MAILHOT CS130-5.5-3 DOUBLE ACTING	**$5,105.00**	**$5,105.00**
1 9901711 - Installation of Telescopic DOUBLE acting hoist	**$2,161.00**	**$2,161.00**
1 9900311 - Hoist TMTE 48" Stabilizer	**$2,615.00**	**$2,615.00**
1 9902503 - Installation of TMTE Stabilizer & Safety Props	**$743.00**	**$743.00**
1 9902918 - Scraper FALLS IB-10A 1" MB, w/single lift cylinder, LESS CUTTING EDGES	**$8,636.00**	**$8,636.00**
1 9901705 - Installation of underbody fixed angle scraper w/single lift cylinder	**$3,887.00**	**$3,887.00**
1 9904232 - Scraper FORCE Electric pressure transmitter to read on LCD screen, installed	**$429.00**	**$429.00**
1 9900351 - Scraper FORCE reverse/Auto-Lift system, ADD-A-FOLD valve, installed	**$538.00**	**$538.00**

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Price:

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Freight

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Reference No.
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ELK RIVER, CITY OF 19000 PROCTOR RD ELK RIVER	MN 55330 USA		ELK RIVER, CITY OF 19000 PROCTOR RD ELK RIVER	MN 55330

ATTN: CHRIS TEFF 763-232-0858

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	CHRIS GUGGEMOS	NET 30 DAYS	4/03/25	4/08/25	7/15/22

Serial No.		

1	9902986 - Wing Falls RHTDL10A/FM-HYDPB-TRIP EDGE Primed LESS CUTTING EDGES	$15,519.00	$15,519.00
1	9900433 - Installation Falls TDL/FM Wing - w/Bulkhead Couplers	$4,928.00	$4,928.00
1	9900476 - Wing Falls Safety Yellow - Paint Wing Moldboard	$465.00	$465.00
1	9900571 - Plow Hitch Falls 50-Flatplate Hookup Hitch	$8,566.00	$8,566.00
1	9900589 - Installation Falls Plow Hitch - 40 Series 3Line/STDBLKHD	$2,626.00	$2,626.00
1	9900619 - Plow Push Unit Falls 20/26/40/46 Series Std	$1,213.00	$1,213.00
1	9900637 - Plow Falls High Visibility Marker Set	$161.00	$161.00
1	9900639 - Plow Falls Rubber Belt Deflector Kit - Installed	$509.00	$509.00
1	9900641 - Plow Falls Parking Stand - Screw Adj Style	$391.00	$391.00
1	9903074 - Plow Falls Poly PTE-1248/TRP-EDG/NOSHU/POLY-BLK Plow LESS CUTTING EDGES	$13,509.00	$13,509.00
1	9900758 - Hitch TMTE Heavy Duty plate ass'y w/light holes in plate,	$623.00	$623.00
1	9901716 - Hitch Installation of Pup Hitch (weld in style) & Mn Dot Predrilled **NOTE: HITCH PLATE FACE TO BE LOCATED: _____ IN REFERENCE TO REAR TIRE FACE.	$1,253.00	$1,253.00
1	9900791 - Sander Falls 1ASD-6CDSS-6P-1D-1S-LM, Salt Special 6", Stainless Steel Unit, LH Discharge, Single Poly Spinner Ass'y, co	$7,198.00	$7,198.00

--- Continued ---

Accepted by **Date**

Price:

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TOWMASTER TRUCK EQUIPMENT
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ATTN: CHRIS TEFF 763-232-0858

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	CHRIS GUGGEMOS	NET 30 DAYS	4/03/25	4/08/25	7/15/22

Serial No.

mplete sander (includes extra salt shield)			
1	9901718 - Sander Install & dual manifold RH & LH rear	$1,507.00	$1,507.00
1	9900823 - Sander TMTE Exterior (removable) sander/tailgate spill plates, Stainless Steel	$624.00	$624.00
1	9900851 - Valve System, Force Add-A-Fold MCV-ISO Valve 9 Functions , INSTALLED BOX HOIST,PLOW,PLOW STEER,WING TOE,WING HEEL,WING PUSHBAR,SCRAPER, AUGER & SPINNER	$17,211.00	$17,211.00
1	9902497 - Control System Force ULTRA-4-6100 Commander control, Installed	$15,961.00	$15,961.00
1	9906316 - Control Add-on Force 92104-8 Wireless Pendant & Receiver 4 FUNCTION TRANSMITTER FOR WING TOE AND WING HEEL SECTION TO UNHOOK PLOW AND WING FROM PLAT FACE COUPLER. INSTALLED WITH EXTRA REMOTE	$847.00	$847.00
1	9906317 - Control Add-on Force 92104TX-8 Wireless Transmitter Only	$282.00	$282.00
1	9900882 - Reservoir TMTE Cabshield mt (stainless steel) w/intank filter, installed	$4,267.00	$4,267.00
1	9900891 - Pump Force TXV92 (5.6 ci),Pump 280 HOT SHIFT for Allison Trans, W/ ELECT SHUT DOWN installed	$8,811.00	$8,811.00
1	9900893 - Valve Force Cable pull-off (for use w/telescopic hoist) installed	$758.00	$758.00
1	9900871 - Switch TMTE BODY UP Installed (electric controls only)	$288.00	$288.00
1	9900884 - Sensor Force Low oil indicator system, SLIM-LINE AND CABSHIELD MOUNTED w/light mounted in cab, installed	$334.00	$334.00

--- Continued ---

Price:

Total Discounts:

Net Cost:

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Total:

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ELK RIVER, CITY OF 19000 PROCTOR RD				ELK RIVER, CITY OF 19000 PROCTOR RD	
ELK RIVER		MN 55330	USA	ELK RIVER	MN 55330

ATTN: CHRIS TEFF 763-232-0858

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	CHRIS GUGGEMOS	NET 30 DAYS	4/03/25	4/08/25	7/15/22

Serial No.		

2	**9900905 - Valve 4-port 1/2" Multi-Hose coupler system installed** **1 FOR PLOW 1 FOR WING**	**$1,697.00**	**$3,394.00**
1	**9900927 - Air Bag Canadian Load-Share kit, manual adj., Western Star and Mack**	**$1,691.00**	**$1,691.00**
1	**WARRANTY - TOWMASTER EXCLUSIVE WARRANTY: 5 yr Steel/Stainless Steel Body Structure; 5 yr Whelen LED Light Systems; 3 yr Palfinger Hoists; 4 yr SwapLoader Hoists; 1 year Swenson Spreaders, 2 yr Hyd, FALLS Snow Equip, Tele Hoists, and all other items.**		

Accepted by **Date**

Price:	**$192,930.00**
Total Discounts:	
Net Cost:	**$192,930.00**
Freight	
Total:	**$192,930.00**

General Terms and Conditions for the Sale of Goods
by
Subsidiaries of ASH North America, Inc

1. SCOPE AND VALIDITY

1.1. These General Terms and Conditions for the Sale of Goods (these "Terms") govern the sale and delivery of all goods and products(the "Products"), and all transactions incidental thereto, by such subsidiary of ASH North America, Inc. identified on the respective Confirmed Order (as defined below) as the seller or supplier ("Seller") to any of its customers (each a "Customer"). The liability of each such subsidiary under these Terms or any Confirmed Order shall be several and not joint. Customer acknowledges and agrees that nothing in these Terms or any Confirmed Order shall be construed as implying joint liability in any case of ASH North America, Inc. or any of its subsidiaries. Each Seller shall be solely responsible for its own acts or omissions under the respective agreement with Customer.

1.2. No other terms or conditions shall be of any force or effect unless otherwise specifically agreed upon by Seller in a writing duly executed by an authorized officer of Seller. These Terms supersede any and all prior oral quotations, communications, agreements, or understandings of the parties in respect to the sale and delivery of the Products. The Seller may issue additional Terms and Conditions of Sale for certain products. These shall apply in addition to to the present Terms. Any additional or different terms or conditions contained in Customer's Order (as defined below), response to Seller´s confirmation, or any other form or document supplied by Customer are hereby expressly rejected and are rendered null, void, and of no effect. These Terms may not be modified, amended, waived, superseded, or rescinded, except by written agreement signed by an authorized officer of Seller.Delivery of the Products by Seller does not constitute acceptance of any of Customer´s terms and conditions and do not serve to modify or amend these Terms.

1.3. The issuance of an Order (as defined below) by Customer to Seller or any communication or conduct of Customer which confirms an agreement for the delivery of Products by Seller, as well as acceptance in whole or in part by Customer of any delivery of Products by Seller, shall be construed as Customer´s acceptance of theseTerms.

2. OFFERS, ORDERS AND CONFIRMATION

2.1. Unless otherwise specified by Seller in writing, all offers made by Seller are not binding and may be revoked by Seller at any time without any liability to Customer.
2.2. Customer shall issue to Seller orders for the purchase of Products, in written form via the order process determined by Seller from time to time (each, an "Order"). By issuing an Order to Seller, Customermakes an offer to purchase the Products pursuant to these Terms and the terms set forth on such Order. Provided that the Order contains the same terms as in Seller´s corresponding offer, the Order shall be binding on Customer for six (6) weeks after Seller´s receipt of such Order.

2.3. Seller may refuse an Order for any or no reason. No Order is binding upon Seller until Seller´s acceptance of the Order in writing, the issuance of any governmental permit, license, or authority to Seller, as may be required under applicable laws, rules and regulations, and the receipt by Seller of a resale license to be provided by Customer (a "Confirmed Order").

2.4. Specifications and other information on drawings, data sheets, pictures, plans, brochures, catalogs, or Seller´s website shall not be binding on Seller unless such specifications and information have been agreed to in writing by Seller in a Confirmed Order. Notwithstanding a Confirmed Order, Seller shall have no obligation to deliver Products to Customer or otherwise fulfill any of its obligations set forth in a Confirmed Order if Customer is in breach of any of its obligations hereunder or any Confirmed Order.

2.5. Customer may submit to Seller written requests to change the terms of a Confirmed Order (each such request, a "Change Order Request"). Seller may, at its sole discretion, consider such Change Order Request, provided that Seller will have no obligation to perform any Change Order Request unless and until Seller has agreed in writing to adopt such Change Order Request. If Seller elects to consider such a Change Order Request, then Seller shall promptly notify Customer of any adjustment to the applicable purchase price for the Products.

2.6. In the event Customer cancels any Confirmed Order for any reason, Customer shall reimburse to Seller all of Seller´s costs and expenses associated with or incurred due to such cancellation, including but not limited to the cost of raw materials, labor, and storage if cancellation occurs before Seller´s commencement of production. In the event Customer cancels any Confirmed Order for any reason and Seller has started the production of the Product on the respective Confirmed Order, Customer shall pay to Seller the full purchase price.

2.7. Each Confirmed Order shall be considered a separate agreement between the parties, and any failure to deliver the Products under any Confirmed Order shall have no consequences for other deliveries of Products.

3. PRICES

3.1. Unless otherwise agreed to by the parties in the applicable Confirmed Order, the prices of the Products shall be FCA (agreed delivery location on the applicable Confirmed Order), Incoterms 2022.

3.2. Unless otherwise agreed by the parties in a Confirmed Order, the price of the Products shall not include transportation, insurance, packaging, and Tooling (as defined below) and other materials used for the manufacturing and delivery, sales or Heavy Vehicle Use Tax (HVUT), other use tax or any other similar applicable federal, state or foreign taxes, duties, levies, or charges in any jurisdiction in connection with the sale or delivery of the Products ("Taxes"), Such Taxes shall be payable by Customer, and if Seller is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by Seller to Customer. Any special requests concerning shipping, transportation, and insurance shall be communicated to Seller in a timely manner and subject to Seller´s prior written approval. Customer shall bear all costs resulting from such requests.In case of lead delivery times of more than two (2) months, Customer hereby acknowledges and agrees that Seller, may, at its sole discretion, increase or decrease the agreed prices on any Confirmed Order in the event of material price changes in wages, materials, energy or raw material after the date of the Confirmed Order.

4. PAYMENT TERMS

4.1. Except as set forth in Section 4.2 or unless otherwise agreed in writing by Seller, the purchase price for the Products and all other amounts due under a Confirmed Order shall be due and payable in US dollars within thirty (30) days following the date of Seller´s invoice for such Products without any discount, deduction or offset whatsoever. In no event shall any loss, damage, injury or destruction, Force Majeure (as defined below), or any other event beyond Customer´s control release Customer from its obligation to make the payments required herein. Payment of all amounts due hereunder shall be made by bank transfer or in any other manner set forth on Seller´s invoice. Customer shall be solely responsible for any bank fees, or other fees, incurred due to the wire transfer or any other selected payment method. If Seller agrees to payment by credit card, Seller shall charge an appropriate transaction fee, which the Customer shall also pay.

4.2. In the event Seller becomes aware of circumstances or has reason to believe that there are circumstances that may have an adverse effect on Customer´s financial condition, Seller may require the Customer to pay the total amount of the purchase price or fees, or a portion thereof prior to the delivery of the Products. Seller may, without any liability to Customer, refuse the delivery of any Product in the event the Customer fails to make the payment as required under this Section 4.2.

4.3. Time is of the essence for the payment of all amounts due to Seller under any Confirmed Order. If Customer fails to make payments of any amount when due, Customer shall pay interest to Seller at the rate of one percent (1%) per month or such lesser amount as may be permitted by applicable law starting from the due date until payment to Seller of such amount in full. In addition to the interest, Seller may, at its sole discretion, charge the Customer a flat fee of $40 for each reminder notice issued to Customer due to late payments. If Customer fails to comply with these Terms or a Confirmed Order, or if Customer becomes insolvent, all balances then due and owing to Seller shall become due immediately, notwithstanding any payment terms agreed by the parties. All costs and expenses incurred by Seller with respect to the collection of overdue payments (including, without limitation, reasonable attorney´s fees, expert fees, and other expenses of litigation) shall be borne by Customer. Every payment by Customer shall first be

applied to pay for Seller´s cost of collection, then interest owed by Customer, and then to the oldest outstanding claim.

4.4. Notwithstanding anything in the foregoing Section 4.3 or Section 5, if the parties agreed on installment payments in a Confirmed Order and Customer fails to make any installment payment when due, the remaining balance including accrued interest, and any expenses incurred by Seller shall be due and payable to Seller promptly upon Customer´s receipt of written notice of delinquency from Seller.

5. SECURITY INTEREST

5.1. If Seller extends credit to Customer for the purchase price for any Products (including but not limited to pursuant to Section 4.1.), or any other amounts due to Seller, Customer hereby grants to Seller as security for the timely payment and performance of all Customer´s payment obligations to Seller, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to Customer and in the proceeds thereof for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "Collateral"). Seller shall be entitled to file any and all financing, continuation, or similar statements under the Uniform Commercial Code in any jurisdiction and take any and all other action necessary or desirable, in Seller´s sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve, and protect Seller´s Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable Seller to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Customer´s creditors, and hereby irrevocably grants to Seller a power of attorney to execute all necessarystatements or documents in Customer´s name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to Seller by Customer. Seller may, without notice, change or withdraw extensions of credit at any time.

6. OBLIGATIONS OF CUSTOMER

6.1. Customer shall use the Products solely for their intended purpose and pursuant to Seller´s instructions, and agrees to use only qualified personnel for the handling of the Products. Customer shall ensure that its customers, employees, agents, and other representatives comply with this Section 6.1. and shall be responsible for their acts and omissions.

7. DELIVERY AND ACCEPTANCE

7.1. Unless otherwise agreed in writing by Seller, all deliveries of Products shall be made FCA (agreed delivery location) (Incoterms 2020) and title to and risk of loss for the Products shall pass to Customer upon delivery pursuant to this Section 7.1.

7.2. Any delivery and performance times or dates communicated by or on behalf of Seller are estimates and shall not be binding on Seller. Seller may make partial delivery of Products to be delivered under any Confirmed Order and invoice Customer separately for such partial deliveries or performance. If Customer has not received the Products after six (6) weeks from the estimated delivery date, Customer may make a written request to Seller for delivery. Customer hereby acknowledges and agrees that the actual delivery date of the Products is conditioned upon the complete, accurate and timely delivery of materials from Seller´s vendors and suppliers. No delay in delivery of any Productsshall relieve Customer of its obligation to accept the delivery or performance thereof and make payments of any amounts due in accordance with these Terms, including but not limited to delays caused governmental restrictions on exports or imports and similar measures.

7.3. Customer´s failure to accept the delivery of Products pursuant to a Confirmed Order shall not release or excuse Customer from its obligation to timely pay all amounts due in connection with such Confirmed Order. The Products shall be deemed delivered at the time theyhave been made available to Customer. If Customer rejects or revokes acceptance of Products, or fails to pay any amounts when due, Seller, in its sole and absolute discretion, may extend the period of delivery of Products by such period as Seller may deem reasonable with such period not exceeding three (3) months from the agreed delivery date, or withhold or cancel delivery of any Products, or cancel any or all Confirmed Orders without any further obligations to Customer whatsoever.

In such event, Customer shall be responsible for any and all costs and expenses incurred, or damages or losses suffered by Seller in connection with any such delay notwithstanding any action or inaction by Seller with regard to such delay. Any remaining Products that have not been accepted by Customer within the extended delivery period determined by Seller will be delivered and invoiced by Seller to Customer and Customer agrees to accept such delivery and pay for the purchase price and other amounts payable for the delivered Products.

8. EXAMINATION AND CONFORMITY TO ORDER

8.1. Promptly upon receipt of any Products, Customer shall conduct a full and complete inspection of such Products as to any defects and to confirm compliance with all requirements of the applicable Confirmed Order. Customer shall notify Seller in writing of any packaging defects, apparent defects, or non-compliance of such Products with the applicable Confirmed Order that Customer has or could reasonably have discovered during such inspection within seven (7) days from the date of receipt of such Products, and Customer shall notify Seller in writing within three (3) days of the date on which Customer shall first have become aware of any hidden defect or non-compliance which could not reasonably have been discovered during Customer´s initial inspection of the Products. Such notification shall include reasonable details (including images) on the alleged defects including lot, batch,or Order numbers.

8.2. If Customer fails to timely notify Seller of any defects or other non-compliance of any Products delivered or Customer (or its customers, employees, agents, or representatives) uses, destroys, or modifiesany Products that Customer knows or should have known to be defective or non-compliant without Seller´s prior written consent, Customer shall be deemed to have unconditionally accepted such Products and waived all of its claims for breach of warranty or otherwise in respect of such Products.

8.3. Customer may only return the Products to Seller with Seller´s prior written approval. If the return has been approved by Seller, Customer shall return the Products to Seller at Customer´s sole risk and expense to the destination directed by Seller.

8.4. Complaints of Customer in connection with the shipping or transport shall be directed to the carrier promptly upon receipt of the delivery or the freight documents.

9. LIMITED PRODUCT WARRANTY

9.1. Seller warrants to Customer that the Products will be free of defects in material and workmanship and conform with the requirements set forth in the applicable Confirmed Order for a period of twelve (12) months from the date of delivery for new business Products and ninety (90) days for after sales Products. (the "Limited Product Warranty").

9.2. Unless expressly agreed to in writing by Seller, Seller makes no warranty that the Products comply with applicable law, regulations,or specifications in any jurisdiction in which the Products may be used, integrated or incorporated. Any governmental or other approvals necessary in connection with the use, integration or incorporation of the Products shall be Customer´s sole responsibility.

9.3. The Limited Product Warranty shall be void if the Defect (as defined below) resulted from (a) improper or inadequate use, storage,handling, operation, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b)changes to construction and materials pursuant to Customer´s requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller´s recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following delivery of the Product, (e) Customer´s failure to properly communicate Seller´s instructions and warnings to users of the Products, (f) Customer´s, its employees, agents, representatives, customers or any third party´s non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

9.4. In the event of an alleged breach of the Limited Product Warranty (a "Defect"), Customer shall, at Customer´s sole expense, send the Product to Seller. Seller shall conduct the necessary tests on such Product within a reasonable period. If Seller confirms the Defect, Sellershall, at its sole option and discretion, repair or replace the Defective Product. If the repair or replacement of the Defective Product is commercially unreasonable to Seller, Seller may, at its sole discretion, issue a refund to Customer in the amount Seller deems adequate. Such repair, replacement, or refund shall be the sole liability of Seller and the sole remedy of Customer with respect to a Defect. In no event shall any warranty claims for a Defect be made after twelve (12) months from the date of Customer´s receipt of the Products. Any Products or parts returned to Seller for removal or repair under this Section 9.4 shall be the property of Seller. Any applicable Limited Product Warranty period shall not start anew with the repair or replacement of the Defective Product (or any portion thereof).

9.5. Except for Limited Product Warranty, SELLER HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Seller makes no other warranties with respect to the Products, and no person is authorized to make any warranties on behalf of Seller that are inconsistent with the warranties set forth under this Section 9.

10. LIMITATION OF LIABILITY

10.1. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER, ITS CUSTOMERS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OF THE TERMS CONTAINED HEREIN, SELLER´S LIABILITY FOR ANY CLAIM èWHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE, OR ANY OTHER LEGAL CONCEPT è SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS, GIVING RISE TO SUCH CLAIM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN SELLER AND CUSTOMER, THAT SELLER´S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, SELLER WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH CUSTOMER FOR THE SALE OF THE PRODUCTS.

10.2. Seller shall not be liable for, and Customer assumes responsibility and shall indemnify, defend, and hold Seller harmless for any and all claims, including without limitation claims for personal injury or property damages, resulting from (a) the improper or inadequate use, storage, handling, operation, assembly, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, or repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer´s requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller´s recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following the delivery of the Products, (e) Cus☻tomer´s failure to properly communicate Seller´s instructions and warnings to users of the Products, or (f) Customer´s, its employees, agents, representatives, customers or any third party´s non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

10.3. In jurisdictions that limit or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages, or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. Customer may also have other rights that vary by state, country or other jurisdiction.

11. CONFIDENTIALITY

1.1. "Confidential Information" means: (i) any know-how, trade secrets, and other business or technical information of Seller that is confidential or proprietary or due to its nature or under the circumstances of its disclosure the Customer knows or has reason to know should be treated as confidential or proprietary, including but not limited to quotations, drawings, project documentation, samples and models.

11.2. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of these Terms by the Customer; (ii) is rightfully known by the Customerat the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Customer without use of Seller´s Confidential Information; (iv) is rightfully received by the Customer from a third party without restriction on use or disclosure; or (v) is disclosed with Seller´s prior written approval.

11.3. Customer shall not use Seller's Confidential Information except as necessary to use the Products and will not disclose such Confidential Information to any third party except to those of its employees, agents, subcontractors, or representatives who have a bona fide need to know such Confidential Information to enable Customer to use the Products; provided that each such employee, agent, subcontractor,and/or representative is/are bound by a written agreement that contains use and nondisclosure restrictions not less stringent than the terms set forth in this Section 11.3. The Customer will employ all reasonable steps to protect Seller´s Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict the Customer from disclosing Seller's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Customer gives reasonable notice to Seller to contest such order or requirement; (ii) to its legal or financial advisors; and (iii) as required under applicable securities regulations.

11.4. In the event of a violation or threatened violation of Customer´s obligations under this Section 11, Seller shall be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, without the requirement to secure or post any bond, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available under these Terms, at law, or in equity.

12. INTELLECTUAL PROPERTY

12.1 Seller reserves the sole and exclusive ownership of the intellectual property rights in the Products (including but not limited to the technology used to manufacture the Products) and any improvements thereof regardless of inventorship or authorship. Customer shall not (and shall cause its employees, agents, representatives and customers to not) reverse engineer, decompile, disassemble, or decode any of Seller´s intellectual property embedded or used in any of the Product.

13. FORCE MAJEURE

13.1. Seller shall not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, disruptions of the public power supply, communications, and transportation infrastructure, governmental measures, malware or hacker attacks, fire, extraordinary weather events, epidemics, pandemics (or any government restrictions implemented as a result thereof), nuclear and chemical accidents, earthquakes, war, terrorist attacks, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, or other acts of God.

14. MISCELLANEOUS

14.1. If any provision contained in these Terms or any Confirmed Order is held by final judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable

provision shall be severed from the remainder of these Terms or such Confirmed Order, and the remainder of these Terms or such Confirmed Order shall be enforced. In addition, the invalid, illegal, or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render such provision valid, legal,and enforceable.

14.2. Seller may assign its rights and/or delegate its liabilities under any Confirmed Order at any time. Customer may not assign its rights or delegate its responsibilities under a Confirmed Order without Seller´s prior written consent.

14.3. Seller´s waiver of any breach or violation of these Terms or the provisions of any Confirmed Order by Customer shall not be construed as a waiver of any other present or future breach or breaches by Customer.

14.4. The parties hereto are independent contractors and nothing in these Terms will be construed as creating a joint venture, partnership, employment, or agency relationship between the parties.

14.5. Notices by a party regarding the exercise of rights and obligations under these Terms must be signed by authorized representatives of such party, and delivered via courier, mail, or e-mail to the other party´s address indicated in the applicable Confirmed Order, providedthat a notice by e-mail shall only be validly given if receipt thereof is acknowledged in writing by the recipient.

15. ENTIRE AGREEMENT; CONFLICTS.

15.1. These Terms, including the applicable Confirmed Order, constitute the entire and exclusive agreement of the parties regarding thesubject matter hereof and supersede any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the provisions of these Terms and the provisions of a Confirmed Order, the provisions of the Confirmed Order will govern and control. Seller may amend or modify these Terms from time to time. Seller may, at its sole discretion, provide Customer with written notice of any such changes, revisions, amendments, or modifications, provided, however that any such changes, revisions, amendments, or modifications shall become effective without any further action by any party and that they shall not apply to any Confirmed Order prior to the effective date of such changes, revisions, amendments, or modifications.

16. APPLICABLE LAW AND JURISDICTION

16.1. These Terms and the Confirmed Orders shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would defer to or cause the application of the substantive laws of any jurisdiction other than Wisconsin. The parties hereby expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

16.2. Any dispute, controversy, or claim arising out of or relating to these Terms and any Confirmed Order, including but not limited to the execution, performance, or termination thereof or to any issue of liability arising out of the performance of these Terms or any Confirmed Order, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the state or federal courts with jurisdiction in the County of Calumet, Wisconsin, provided that notwithstanding the foregoing, Seller shall be entitled to seek specific performance and injunctive relief in any court of competent jurisdiction. Each party hereby waives any and all claims, pleas, or defenses (including without limitation a plea for forum non conveniens) that would permit such party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence.

16.3. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS.

Request for Action

To
City Council

Item Number
4.9

Meeting Date
January 20, 2026

Prepared By
Lindsay Brandner, Senior Administrative Assistant

Item Description
Cellebrite Agreement 26-02

Reviewed by
David Kuhnly
Cal Portner
Jolene Richter

Action Requested
Approve, by motion, the execution of Agreement 26-02 between the Elk River Police Department and Cellebrite.

Background/Discussion
Cellebrite is a software currently used by the police department. Due to updates to both iOS and Android phones, an upgrade to the software is needed in order to obtain cell phone data. This is a budgeted upgrade in the 2026 budget.

Financial Impact
This is a budgeted item for 2026.

Mission/Policy/Goal
Elk River Mission Statement

Attachments
1. Cellebrite End-User-License-Agreement + Elk River approved edits
2. Cellebrite General Terms and Conditions
3. Cellebrite Quote

IMPORTANT: PLEASE READ THIS END CUSTOMER LICENSE AGREEMENT CAREFULLY. DOWNLOADING, INSTALLING, ACCESSING OR USING CELLEBRITE-SUPPLIED SOFTWARE (AS PART OF A PRODUCT OR STANDALONE) CONSTITUTES EXPRESS ACCEPTANCE OF THIS AGREEMENT. CELLEBRITE IS WILLING TO LICENSE SOFTWARE TO CUSTOMER ONLY IF YOU AND CUSTOMER ACCEPT ALL OF THE TERMS SET OUT IN THE AGREEMENT (as defined below).

Notwithstanding any provision to the contrary in this End Customer License Agreement, General Terms and Conditions, or any other terms or agreements incorporated by reference, and in accordance with the laws of the State of South Carolina including S.C. Code Section 11-35-2050, nothing in this Agreement shall be construed to require the State of South Carolina or its agencies to indemnify, hold harmless, assume risk, or defend any party, nor shall anything herein be interpreted as a waiver of the State of South Carolina's sovereign immunity. Furthermore, nothing herein shall be construed to subject the State of South Carolina or its agencies to the laws or jurisdiction of any state, nation or foreign jurisdiction other than South Carolina, without regard to principles of conflict of laws.

TO THE EXTENT OF ANY CONFLICT BETWEEN THIS END Customer LICENSE AGREEMENT, ANY ADDITIONAL TERMS IN AN AGREEMENT SIGNED BETWEEN Customer AND CELLEBRITE, ANY "CLICK-ACCEPT" AGREEMENT, ANY TERMS ON A PURCHASE ORDER, AND CELLEBRITE'S TERMS AND CONDITIONS, THE ORDER OF PRECEDENCE SHALL BE (A) THIS END CUSTOMER LICENSE AGREEMENT; (B) AN AGREEMENT SIGNED BY Customer AND CELLEBRITE;; (C) CELLEBRITE'S QUOTE AND GENERAL TERMS AND CONDITIONS; (D) TERMS AND CONDITIONS SET OUT IN CELLEBRITE'S DOCUMENTATION, INCLUDING USER GUIDES, "CLICK TO ACCEPT" ADDENDA TERMS AND ANY POP UP TERMS AND INSTRUCTIONS WITHIN CELLEBRITE PRODUCTS; AND LAST (E) CUSTOMER'S PURCHASE ORDER. BY DOWNLOADING, INSTALLING, ACCESSING, OR USING THE SOFTWARE, USING THE PRODUCT OR OTHERWISE EXPRESSING YOUR AGREEMENT TO THE TERMS CONTAINED IN THE AGREEMENT, YOU INDIVIDUALLY AND ON BEHALF OF THE ORGANIZATION THAT YOU REPRESENT (THE "LICENSEE" OR "CUSTOMER") EXPRESSLY CONSENT TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT OR ARE NOT AUTHORISED TO ACCEPT AND AGREE TO THE TERMS CONTAINED IN THE AGREEMENT, THEN (A) DO NOT DOWNLOAD, INSTALL, ACCESS, OR USE ANY SOFTWARE (OR, AS APPLICABLE, ANY PRODUCT IN WHICH ANY SOFTWARE IS EMBEDDED), AND (B) WITHIN THIRTY (30) DAYS AFTER RECEIPT OF ANY SOFTWARE (OR, IF AN AGREEMENT BETWEEN CUSTOMER AND CELLEBRITE PROVIDES A SHORTER TIME PERIOD FOR ACCEPTANCE, SUCH SHORTER TIME PERIOD FOR ACCEPTANCE), EITHER RETURN SUCH SOFTWARE TO CELLEBRITE OR TO THE APPLICABLE AUTHORIZED RESELLER FOR FULL REFUND OF THE SOFTWARE LICENSE FEE, OR, IF SUCH SOFTWARE IS EMBEDDED IN A PRODUCT FOR WHICH NO SEPARATE SOFTWARE LICENSE FEE WAS CHARGED, RETURN SUCH PRODUCT AND EMBEDDED SOFTWARE, UNUSED, TO CELLEBRITE OR TO THE APPLICABLE AUTHORIZED RESELLER FOR A FULL REFUND OF THE LICENSE FEE PAID FOR THE APPLICABLE SOFTWARE EMBEDDED IN SUCH PRODUCT. CUSTOMER'S RIGHT TO RETURN AND REFUND ONLY APPLIES IF Customer IS THE ORIGINAL PURCHASER AND LICENSEE OF SUCH SOFTWARE.

This EULA governs Customer's access to and use of any Software and/or any Product (as defined below) first placed in use by Customer on or after the release date of this EULA version (the "Release Date").

1. **DEFINITIONS –** In this Agreement, the following capitalized terms shall have the meaning set forth below:
   "Affiliate" of a party means such party's parent corporation, an entity under the control of such party's parent corporation at any tier or an entity controlled by such party at any tier. For these purposes, "control" shall mean the power to direct or cause the direction of the management and policies of the entity, whether through the ownership of more than 50% of the outstanding voting interests in such entity or otherwise.

   "Agreement" means this EULA, combined with the Cellebrite General Terms and Conditions (the "GTC") which is incorporated by reference herein, and any additional agreement in writing signed by Customer and Cellebrite.

   "Authorization Product" means a product sold by Cellebrite, or an authorized reseller of Cellebrite, with embedded License Authorization Software, including but not limited to a USB dongle with embedded License Authorization Software.

“Authorized Users” means the number of Users that Customer is licensed to have access to the applicable Software, which may include Concurrent Users and/or Named Users, all as set forth in the Agreement. If the number of Authorized Users is not otherwise set forth in the Agreement, the number of Authorized Users shall be deemed to be equal to the number of Products (other than Authorization Products) purchased by Customer.

“Beta Software” means a pre-commercial, evaluation, pilot, "alpha", or "beta" version of the Software.

“Cellebrite” means Cellebrite DI Ltd. or its Affiliate that has an agreement with Customer and/or issues invoices to Customer with respect to any Software and/or Product, as applicable.

“Concurrent Users” means the number of Authorized Users (whether Named Users or not) of Customer concurrently and/or simultaneously accessing, using or otherwise enjoying the benefit (except reviewing results of analyses generated by Software) of Software, either directly or indirectly from a remote location. If a single User connects to Software using multiple concurrent log-ins or connections, each such active logical connection or log-in is counted toward the number of Concurrent Users.

“Documentation” means any documentation related to any Software provided by Cellebrite.

“Embedded Software” means a copy of Software delivered embedded in or loaded onto a Product when such Product is sold by Cellebrite or an authorized reseller of Cellebrite. Any Updates or Upgrades to Embedded Software are also deemed “Embedded Software”, notwithstanding being separately delivered from the applicable Product.

“Law” shall mean any law, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction or requirement of or by any governmental authority, as may be amended, changed or updated from time to time.

“License Authorization Software” means Software that is provided together with hardware on which it is embedded that is used to validate the authorized use of standalone Software.

“License Term” means the term of a paid subscription to an instance of Software or a unit of Product.

“Named Users” means a User authorized by Customer to access or use the Software through the assignment of a single user ID, regardless of whether such User is using Software at any given time. A non-human device capable of accessing or access Software is counted as a Named User.

“Product” means a product manufactured by Cellebrite. The term “Product” includes without limitation Authorization Products.

“Remote Access Protocol” means any remote access application, including without limitation Remote Desktop Protocol (RDP) and Windows Remote Management (WinRM), used to connect a single remote computer (*e.g.*, a laptop) to a single host computer (*e.g.*, a desktop) with an Authorization Product directly connected to such host computer for each Authorization Product then licensed by Customer, as long as such Authorized User, single remote computer and single host computer with an Authorization Product are all located in the Territory.

“Software” means an instance of a program, module, feature, function, service, application, operation or capability of any Cellebrite-supplied software. The term “Software” includes without limitation any Embedded Software, Upgrade, Update, standalone software or any License Authorization Software.

“Territory” means the country (not including external territories) in which Product was purchased or Software was licensed from Cellebrite or an authorized reseller of Cellebrite.

“Third Party” means an individual or entity other than Customer, Cellebrite and Cellebrite’s Affiliates.

“Third Party Software” means certain software provided by a Third Party embedded in any Product, either as a standalone feature or as part of any Software, and which may be subject to additional end user license restriction and agreements.

"Customer System" means Customer's internal website(s), servers, Cloud infrastructure, including Virtual Private Cloud, and other equipment, software or systems used in the conduct of Customer's business.

"Update" means an update to any Software that is provided by Cellebrite and that may incorporate (i) corrections of any substantial defects; (ii) fixes of any minor bugs; (iii) at the sole discretion of Cellebrite, allowing additional compatibility of the Software with mobile devices provided by Third Parties; and/or (iv) at the sole discretion of Cellebrite, minor enhancements to the Software; provided, however, that Updates shall not include Upgrades. Updates are generally identified by Cellebrite by a change to the version number to the right of the first decimal point (*e.g.*, version 4.1 to 4.2).

"Upgrade" means a new release of any Software that incorporates substantial changes or additions that (i) provide additional value and utility; (ii) may be priced and offered separately as optional additions to any Software; and/or (iii) are not generally made available to Cellebrite's Customers without a separate charge. Upgrades are generally identified by Cellebrite by a change to the version number to the left of the first decimal point (*e.g.*, version 4.2 to 5.0).

"User" means any individual able to gain access to any Software functionality.

"You" means the individual executing this EULA on behalf of the Customer.

2. LICENSE GRANT

A. Software. Subject to the terms and conditions of this EULA, during the License Term, Cellebrite grants Customer, and Customer accepts, upon delivery of any Software, a non-exclusive, non-transferable, royalty free, and non-sublicensable license to the Software to (i) allow Authorized Users to use such Software, in executable form only, and any accompanying Documentation, strictly for Customer's internal use for the Authorized Purposes identified below, and not for any other purpose, strictly in the Territory, only as authorized in this Agreement and subject to the terms hereof; and (ii) (iii) where the Software in not provided as Embedded Software, keep one (1) copy of Software strictly for backup, archival or disaster recovery purposes.

For purposes of this EULA, "Authorized Purposes" means strictly the following purposes:

- An internal investigation conducted by the Customer within the Customer's own organization;
- An investigation of fraud, intrusion or assault incidents, including DFIR conducted by the Customer within the Customer's own organization;
- An eDiscovery process performed as part of legal proceedings where the Customer is a Party;
- Data backup performed as part of a legal hold proceeding involving the Customer's organization;
- Law enforcement activities, crime and/or terrorism prevention;
- Data recovery within the Customer's organization; and/or
- Customer organization's compliance evaluation purposes.

Notwithstanding the foregoing, the "Authorized Purposes" restriction above shall not apply to usage of Cellebrite's Endpoint Inspector product which may be used for any internal use.

i. Embedded Software Limitations. Customer may only use Embedded Software for execution on the unit of Product originally delivered to Customer with such Embedded Software installed or any replacement unit provided under a warranty from Cellebrite. Any Update or Upgrade of such Embedded Software that Cellebrite has licensed to Customer may be loaded and executed only on the unit of Product on which any originally licensed Software is authorized to execute.

ii. License Exclusion. Notwithstanding anything to the contrary, except as may otherwise be required by applicable Law, no license is granted for installation or use of any Software on any Product resold by anyone who is not an authorized reseller of Cellebrite for such Product.

iii. Single Product; Single Authorization Product. Customer's license to any Embedded Software is limited to a license to use such Embedded Software on one (1) Product for each Product purchased from Cellebrite or Cellebrite's authorized reseller. Customer's license to any License Authorization Software is limited to a license to use such License Authorization Software on one (1) Authorization Product for each license to such standalone Software the authorized use of which is validated by such License Authorization Software and where such license is purchased from Cellebrite or Cellebrite's authorized reseller.

iv. Authorization Products. Without limiting Section 2.D, Customer shall not, and shall not permit any User to, use any Authorization Product on a computer other than the computer to which such Authorization Product is directly connected (*i.e.* not through a network), except that an Authorized User may use Remote Access Protocol with Cellebrite's UFED Physical Analyzer. Customer shall ensure that multiple users cannot use Remote Access Protocol to access UFED Physical Analyzer simultaneously. For the avoidance of doubt, subject to the terms and conditions of this EULA, sharing a USB dongle among Concurrent Users is permitted.

v. Remote Access Protocol. Customer expressly acknowledges, agrees and warrants that except as required for use by Concurrent Users as allowed by the Agreement and as provided herein each computer running an Authorization Product will be configured or at least limited to serve only one remote connection at a time. In other words, only one Authorized User can use a Remote Access Protocol at the same time. For example, if a host computer is installed with multiple instances of Cellebrite's UFED Physical Analyzer, Customer will ensure that it is not possible for multiple remote users to connect to the host computer and/or ensure that the foregoing does not occur. Regarding any other Cellebrite products or software other than Cellebrite's UFED Physical Analyzer, Customer may not use a Remote Access Protocol unless expressly agreed to in writing by Cellebrite. Regarding Endpoint Inspector and/or Endpoint Mobile, it is hereby clarified and agreed that: (i) Customer may use Remote Access Protocol and allow Authorized and Concurrent Users to use outside of Territory, as detailed in the Agreement; and (ii) Cellebrite may, at its sole discretion, inform any Endpoint Inspector and/or Endpoint Mobile's custodian about the nature of the use of the Endpoint Inspector and/or Endpoint Mobile application that will be installed and/or operated on or in relation to the custodian's device.

vi. Named Users. If the Agreement specifies that any Software may be used by Named Users, Customer shall (i) assign a unique login credential for access and use of the Software to each Named User, (ii) ensure that the Software is used only by the applicable Named Users, (iii) ensure that Users do not share login credentials, and (iv) maintain the security and confidentiality of its Named User login credentials.

vii. Concurrent Users. If the Agreement specifies that any Software may be used by Concurrent Users, Customer may install one instance of such Software on one (1) designated host server for concurrent and simultaneous use and/or access by the applicable number of Concurrent Users. The number of Concurrent Users accessing such Software at any time may not exceed the number of Concurrent Users specified in the Agreement. Customer must keep a record of all Authorized Users who are Concurrent Users.

viii. Former BlackBag Software Users. Each copy of the Inspector, Digital Collector, Mobilyze, or SoftBlock Software may only be used, executed, or displayed by one (1) Authorized User and on one Licensed System at any given instance. The term "**Licensed System**" means a

computer to which an activation key provided by BlackBag has been connected or accessed, as authorized by BlackBag in the applicable License Confirmation.

ix. Cellebrite Premium-aaS; Cellebrite InsEYEts; Mobile Ultra, Mobile Elite, Cellebrite Pathfinder Speech to text and/or translation Services ("Services") Access and Use. Subject to Customer's compliance with the terms and conditions contained in this Agreement and/or in any applicable quote issued to Customer by Cellebrite in connection with each of the Services listed above, Cellebrite further grants to Customer, during the relevant Subscription Term , a limited, non-exclusive, non-transferable (a) right to access and use the Service in accordance with any relevant printed, paper, electronic or online user instructions and help files made available by Cellebrite for use with the Service, as may be updated from time to time by Cellebrite, and (b) license to download any relevant Software where Software components are offered by Cellebrite for the purpose of using the Service, in each case strictly under the terms of License set out in this Section 2, solely for the Authorized Purposes and strictly for the benefit of Customer. By accessing and/or using the Service, Customer expressly acknowledges and agrees that operational and usage information shall be shared with Cellebrite for the purpose of providing the Service. Such information may include, but is not limited to the number of unlocking actions purchased by the Customer and/or left for use, types of Software downloaded by Customer for the purpose of using the Service, etc. The Service may be affected by factors beyond Cellebrite's control and may not be continuous and uninterrupted. Customer acknowledges that the Service may be subject to limitations and/or delays inherent in the use of the internet and electronic communications, and Cellebrite is not responsible or liable for any delays, delivery failures or other damage resulting from those technical difficulties beyond its control.

x. Cellebrite Premium-aaS; Cellebrite InsEYEts; Mobile Ultra and Mobile Elite Services ("Services") Placement and Use. Customer shall use the Services and place all related Software and hardware components provided with the Services, inside a secured room, lab, or office, where the security measures used to secure the Services and respective components are consistent with security measures undertaken by the Customer to protect its most sensitive activities.

x.i. The following are additional terms for the purchase of speech to text and/or translation services (the "Language Services"):

1.1. If the Language Services and the Pathfinder license are purchased together, both will be installed at the same time and licenses will start upon the completion and acceptance of the installation.

1.2. If the Language Services are purchased at a later date, as an addition to an existing Pathfinder license, then:

1.2.1. The term of the Language Services shall commence 60 days after the date of the Quote for the purchase of Language Services.

1.2.2. The term of the Language Services will expire at the end of the existing Pathfinder Subscription Term, which the Language Services have been added to.

1.3. Use of the Language Services is subject to the Agreement and the technical requirements for the Customer System therein, any additional technical requirements made by Cellebrite in writing and the completion of the Language Service installation. B. Software Provisions.

i. Any use or operation of the Product, including the Software, with any product and/or mobile device developed, manufactured, produced, programmed, assembled and/or otherwise maintained by any person or entity shall be permitted only after the User has obtained any consents or approvals required (to the extent required) pursuant to applicable Law.

ii. UNDER NO CIRCUMSTANCES SHALL CELLEBRITE, ITS OFFICERS, EMPLOYEES OR REPRESENTATIVES BE LIABLE TO CUSTOMER, USER OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER INDIRECT DAMAGES UNDER ANY LEGAL THEORY ARISING OUT OF OR RELATING TO THE USE OF ANY OF THE CELLEBRITE SOFTWARE IN CONNECTION WITH ANY PRODUCT AND/OR MOBILE DEVICE DEVELOPED, MANUFACTURED, PRODUCED, PROGRAMMED, ASSEMBLED AND/OR OTHERWISE MAINTAINED BY ANY PERSON OR ENTITY, WITHOUT OBTAINING EACH APPLICABLE CONSENT AND APPROVAL.

iii. No Obligation. Nothing in this EULA requires Cellebrite to provide Updates or Upgrades to Customer.

iv. Trial and Beta Software Licenses. Subject to the terms and conditions of this Agreement, Cellebrite may grant Customer with, and Customer accepts, a nonexclusive, time-limited and nontransferable license, effective upon delivery, to use a copy of Software or a Beta Version of the Software, in executable form only, and any accompanying Documentation, only for Customer's internal use to test, trial or evaluate such Software and/or provide feedback to Cellebrite with respect thereto, in the Territory, and not for any business or productive purposes, for a period as specified by Cellebrite at its sole discretion, and subject to the restrictions in Section 2.

Customer assumes all risks and all costs associated with its use of the Trial and/or Beta Software, any obligations on behalf of Cellebrite to indemnify, defend, or hold harmless under this Agreement are not applicable to Customer's use of any Trial and/or Beta Software. Customer's sole and exclusive remedy with respect to such Trial and/or Beta Software is termination of the license thereto. There is no guarantee that features or functions of the Trial and/or Beta Software will be available, or if available will be the same, as in the general release version of the Software. Cellebrite will be under no obligation to provide Customer any maintenance or support services with respect to the Trial and/or Beta Software.

IT IS CLARIFIED THAT THE LICENSE UNDER THIS SUB-SECTION IV IS PROVIDED "AS IS", WITHOUT ANY WARRANTY WHATSOEVER. CELLEBRITE DISCLAIMS ALL IMPLIED WARRANTIES, CONDITIONS AND REPRESENTATIONS IN RELATION TO THE TRAIL AND/OR BETA SOFTWARE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY OR NON-INFRINGEMENT. IN NO EVENT WILL CELLEBRITE BE LIABLE TO Customer OR TO ANY OTHER PARTY FOR ANY LOSS, DAMAGE, COST, INJURY OR EXPENSE, INCLUDING LOSS OF TIME, MONEY OR GOODWILL, OR FOR DAMAGES OF ANY KIND, WHETHER DIRECT, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL IN RELATION TO THE TRAIL AND/OR BETA SOFTWARE.

v. Customer represents, warrants and covenants to Cellebrite that (a) only Users of Customer who have obtained any necessary consents and approvals pursuant to applicable Law shall be permitted to use any of the Products and/or Software; (b) Users of Customer shall only use any of the Products and/or Software in compliance with the terms of service, terms of use or other agreement with a Third Party; and (c) Customer and its Users shall only use any of the UFED family of Products in compliance with all applicable Laws.

C. License Prohibitions. Notwithstanding anything to the contrary, Customer shall not, and shall not permit, authorize or engage any Third Party to:

i. modify, reverse compile, reverse assemble, reverse engineer or otherwise translate all or any portion of any Software, or create derivative works thereof;

ii. assign, pledge, rent, lease, sublicense, share, distribute, sell or otherwise transfer the Software, any copy thereof, or any rights granted hereunder, to any third party, including without limitation selling any Product in a secondhand market;;

iii. use any Software to provide service to any Third Party including by use on a time sharing, service bureau, application service provider (ASP), software as a service (SAAS), cloud services, rental or other similar basis;

iv. make copies of or reproduce of any Software and/or Documentation, except as provided for in the license grant above;

v. remove, alter, deface, cover, obfuscate or destroy any proprietary markings, copyrights notices, proprietary legends, labels or marks placed upon or contained within any Products and/or Software (including, without limitation, any copyright or other attribution statements such as for open source software);

vi. use any Embedded Software other than with Products provided by Cellebrite or an authorized reseller of Cellebrite or for more than the number of Products purchased from Cellebrite or an authorized reseller of Cellebrite;

vii. disclose any results of testing or benchmarking of any Software to any Third Party;

viii. use any Update or Upgrade beyond those to which Customer is entitled or with any Software to which Customer does not have a valid, current license;

ix. deactivate, modify or impair the functioning of any disabling code in any Software;

x. circumvent or disable Cellebrite's copyright protection mechanisms or license management mechanisms;

xi. use the Product, any Software or any Third Party Software, alone or in combination with other activities, products or services, in any activity or manner that violates or supports, assists, facilitates, enables, constitutes or is otherwise deemed to be in violation of:

(1) any order, regulation or Law (including but not limited to any Law with respect to human rights or the rights of individuals) or to support any illegal activity;

(2) any human rights standards of any person, group, or community, and best practice including internationally recognized human rights instruments, such as the Universal Declaration of Human Rights, the International Covenant on Civil and Political Rights, and the International Labor Organization Declaration on Fundamental Principles and Rights at Work;

(3) any rights of any Third Party.

xii. use any Product for any training purposes, other than for training Customer's employees, where Customer charges fees or receives other consideration for such training, except as authorized by Cellebrite in writing;

xiii. combine or operate any Products or Software with other products or software, without prior written authorization of Cellebrite or its Affiliates, including without limitation any installation of any software on any Product; or,

xiv. attempt any of the foregoing.

The licenses set out hereunder are at all times subject to these prohibitions and any contravention thereof shall constitute a material breach of this Agreement. Cellebrite expressly reserves the right to seek all available legal and equitable remedies to prevent any of the foregoing and to recover any lost profits, damages or costs resulting from any of the foregoing.

For the purpose of this Section, it is hereby clarified that "Third Party" shall include: Customer's affiliates, employees, contractors, licensors, suppliers or Customers. If the event that the Customer is a governmental body the followings shall also be included: any federal, state, local, judicial or other governing body having jurisdiction over any of the foregoing.

D. Legal Exception. Customer agrees that, to the extent that any applicable Law (including without limitation national laws implementing 2009/24/EC on the Legal Protection of Computer Programs) grants Customer the right to reverse engineer any Software to make it interoperable without Cellebrite's consent, before Customer exercises any such rights, Customer shall notify Cellebrite of such desire and, no later than sixty (60) days following receipt of such request, Cellebrite may decide either to: (a) perform the work to achieve such interoperability and charge its then-standard rates for such work to Customer; or (b) permit Customer to reverse engineer parts of such Software only to the extent necessary to achieve such interoperability. Only if and after Cellebrite, at its sole discretion, partly or completely denies Customer's request, shall Customer exercise its statutory rights.

E. Network Usage. Customer understands and agrees that Cellebrite may use Customer's internal network and Internet connection for the limited purpose of transmitting license-related data at the time of installation, registration, use or update of Software to a Cellebrite-operated license server. At such time, Cellebrite may validate the license-related data in order to protect Cellebrite against unlicensed or illegal use of any Software. At its option, Cellebrite may only permit activation of Software upon exchange of license related data between Customer's computer and the Cellebrite license server.

F. Third Party Software. Customer acknowledges and agrees that the access and use of any Software (or certain features thereof) may involve access and/or use of Third Party Software. In addition to the Agreement, Customer shall comply with the terms and conditions applicable to any such Third Party Software, including without limitation the following terms and conditions:

i. Bing Maps - https://www.microsoft.com/en-us/maps/product/terms-april-2011; http://aka.ms/BingMapsMicrosoftPrivacy

ii. OpenStreetMap – http://www.openstreetmap.org/copyright

iii. Chainalysis Inc. - https://legal.cellebrite.com/intl/ChainalysisEULA.htm

Additional Third Party Licenses can be found here: https://www.cellebrite.com/en/blackbag-agreements/#third_party

G. No Implied Licenses. Except for the express licenses set forth herein, Cellebrite does not grant any license to Customer, whether by implication or otherwise.

H. Reserved.

I. Open Source Software.

i. Software may use and/or be provided with third party open source software, libraries or other components ("Open Source Component"), including those detailed in the open source notices files separately conveyed to Customer. To the extent so stipulated by the license that governs each Open Source Component ("Open Source License"), each such Open Source Component is licensed directly to Customer from its respective licensors and not sublicensed to Customer by Cellebrite, and such Open Source Component is subject to its respective Open Source License, and not to this Agreement. If, and to the extent, an Open Source Component requires that this Agreement effectively impose, or incorporate by reference, certain disclaimers,

permissions, provisions, prohibitions or restrictions, then such disclaimers, permissions, provisions, prohibitions or restrictions shall be deemed to be imposed, or incorporated by reference into this Agreement, as required, and shall supersede any conflicting provision of this Agreement, solely with respect to the corresponding Open Source Component which is governed by such Open Source License.

Open-Source Component list can be found under Cellebrite Customer Community here: https://community.cellebrite.com/s/product-and-licenses?activetab=products

ii. If Customer or another party on its behalf, modifies, replaces or substitutes any Open Source Component used in or provided with this Software, Customer hereby fully, forever, irrevocably and unconditionally releases and discharges Cellebrite, its Affiliates and its and their employees, officers, directors, resellers, distributors and representatives (collectively, "Released Parties") from any and all claims, charges, complaints, demands, actions, causes of action, suits, rights, debts, covenants, liabilities, warranties, performance and maintenance and support obligations (collectively, "Released Claims"), of every kind and nature, with respect to such Software, including without limitation any such Released Claims that arise as a matter of applicable Law.

iii. If an Open Source License requires that the source code of its corresponding Open Source Component be made available to Customer, and such source code was not delivered to Customer with the Software, then Cellebrite hereby extends a written offer, valid for the period prescribed in such Open Source License, to obtain a copy of the source code of the corresponding Open Source Component, from Cellebrite. To accept this offer, Customer shall contact Cellebrite at support@cellebrite.com.

J. Personal Data. The parties acknowledge and agree that: (a) Within the scope of this Agreement, the Product is an on-premise solution used and operated solely by Customer without the involvement of Cellebrite; (b) Cellebrite is not engaged in any processing of 'personal data' (as this term is used in Laws governing data privacy and data protection) that flows through the Product; and therefore (c) with respect to Cellebrite activities in the scope of this Agreement, Cellebrite is neither a 'data controller' nor 'data processor' (as these terms are used in Laws governing data privacy and data protection).

K. Aggregated Statistics and Usage Data. Customer hereby agrees and consents that Cellebrite may monitor Customer's use of the Software, Products and Services and use Customer usage data or other information in an aggregate and anonymous manner, including to compile statistical and performance information related to the provision and operation of the Software, products and Services ("**Aggregated Statistics**"). As between Cellebrite and Customer, all right, title and interest in the Aggregated Statistics and all Intellectual Property Rights therein, shall belong to and are retained solely by Cellebrite. Customer acknowledges and agrees that Cellebrite will be compiling Aggregated Statistics including information and inputs Customer and by other Customers and Customer agrees that Cellebrite may (a) make such Aggregated Statistics publicly available, and (b) use such information to the extent and in the manner permitted by applicable law or regulation and for any purpose of data gathering, analysis, service and product enhancement and marketing, provided that such data and information does not identify Customer or its Confidential Information.

L. The Customer acknowledges and agrees that Cellebrite may deliver non-personalized in-app notifications, including pop-ups, updates, and product related services, as part of the Cellebrite product experience.

3. OWNERSHIP

A. Title to Software. Notwithstanding anything to the contrary, Software furnished hereunder is provided to Licensee subject to and in accordance with the terms and conditions of the EULA. All title and interest of the Software, Services and and/or any related Documentation and any derivative works thereof shall remain solely and exclusively with Cellebrite or its licensors, as applicable. Nothing in this Agreement constitutes a sale, transfer or conveyance of any right, title or interest in any Software Service and/or Documentation or any derivative works thereof. Any reference to a sale of Products shall be understood as a license to Software or Services under the terms and conditions of this Agreement.

B. Intellectual Property. All intellectual property rights relating to the Software and/or the Products, including without limitation, all patents, trademarks, algorithms, binary codes, business methods, computer programs, copyrights, databases, know-how, logos, concepts, techniques, processes, methods, models, commercial secrets and any other intellectual property rights, including any new developments or derivative works of such intellectual property, whether registered or not, are and shall remain the sole and exclusive property of Cellebrite or its licensors, as applicable. All right, title and interest in and to any inventions, discoveries, improvements, methods, ideas, computer and other software or other works of authorship or other forms of intellectual property which are made, created, developed, written, conceived of or first reduced to practice solely, jointly with Licensee or on behalf of Licensee shall be and remain with Cellebrite or its licensors, as applicable. Any suggestions, improvements or other feedback provided by Licensee to Cellebrite regarding any Products, Software or services shall be the exclusive property of Cellebrite. Licensee hereby freely assigns any intellectual property rights to Cellebrite in accordance with this Section, including any moral rights, and appoints Cellebrite as its attorney-in-fact to pursue any such intellectual property rights worldwide.

4. CONFIDENTIALITY – The parties may each disclose to the other proprietary information related to the subject of the Agreement ("Confidential Information"). Software, Documentation, Trade Secrets, and any technical information related thereto are Confidential Information of Cellebrite without any marking requirement, but any other information disclosed in writing must be marked "confidential" or "proprietary" to be deemed the Confidential Information of a party. Information disclosed orally may be deemed Confidential Information if the disclosing party says it is proprietary and summarizes it in a writing to the other party within twenty (20) days of the oral disclosure.

Pursuant to 18 U.S.C. §1833(b) , Customer shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of Cellebrite's Trade Secrets (as defined below) only if such disclosure is made: (i) in confidence to a Federal, State, or local government official, solely for the purpose of reporting or investigating a suspected violation of law; or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In court proceedings claiming retaliation by Cellebrite for Customer's reporting a suspected violation of law, Customer may only disclose Cellebrite Trade Secrets to Customer's legal counsel and may only use the Trade Secret information, if Customer (i) files documents containing Trade Secrets under seal; and (ii) Customer does not otherwise disclose Cellebrite Trade Secrets, except pursuant to a court order.

The term "Trade Secret" means all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if: (a) Cellebrite has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, another person who can obtain economic value from the disclosure or use of the information.

The receiving party shall: (a) hold Confidential Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information but at least reasonable care, (b) restrict disclosure and use of Confidential Information to only employees (including any agents,

contractors or consultants) with a need to know who are advised of their obligations with respect to Confidential Information, (c) not copy, duplicate, reverse engineer or decompile Confidential Information, (d) use Confidential Information only in furtherance of performance under the Agreement, and (e) upon expiration or termination of the Agreement, at the disclosing party's option, destroy or return all Confidential Information to the disclosing party.

The receiving party shall have no obligation regarding Confidential Information that: (a) was previously known to it free of any confidentiality obligation, (b) was independently developed by it, (c) is or becomes publicly available other than by unauthorized disclosure, (d) is disclosed to third parties by the disclosing party without restriction, or (e) is received from a third party without violation of any confidentiality obligation.

If a party is faced with legal action or a requirement under applicable Law to disclose or make available Confidential Information received hereunder, such party shall promptly notify the disclosing party and, upon request of the latter, cooperate in contesting such action or requirement at the disclosing party's expense. Neither party shall be liable for damages for any disclosure or unauthorized access pursuant to legal action or applicable Law or for inadvertent disclosure, access, or use if the customary degree of care as it uses with respect to its own proprietary information has been exercised and if, upon discovery of such inadvertent disclosure, access, or use the receiving party has endeavored to prevent any further (inadvertent or otherwise) disclosure or use.

5. EXCLUSIVE REMEDIES AND LIMITATION OF LIABILITY.

A. Definitions. For purposes of the exclusive remedies and limitations of liability set forth in this Section 5, Cellebrite shall be deemed to include its Affiliates and its and their directors, officers, employees, agents, representatives, shareholders, subcontractors and suppliers; and "damages" shall be deemed to refer collectively to all injury, damage, loss or expense incurred.

B. Exclusive Remedies. Cellebrite's entire liability and Customer's exclusive remedies against Cellebrite for any damages caused by any Product or Software defect or failure, or arising from the performance or non-performance of any obligation under the Agreement, regardless of the form of action, whether in contract, tort including negligence, strict liability or otherwise shall be:

i. For bodily injury or death to any person proximately caused by Cellebrite, Customer's direct damages; and
ii. For all other claims, Cellebrite's liability shall be limited to direct damages that are proven, in an amount not to exceed the total amount paid by Customer to Cellebrite during the twelve (12) month period that immediately preceded the event that gave rise to the applicable claim.

C. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, CELLEBRITE SHALL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND, WHETHER OR NOT CELLEBRITE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL APPLY EVEN IN THE EVENT OF THE FAILURE OF AN EXCLUSIVE REMEDY.

D. No Liability to any Third Party. TO THE MAXIMUM PERMITTED EXTENT, CELLEBRITE DISCLAIMS ANY AND ALL LIABILITIES OR OBLIGATIONS WHATSOEVER RELATED TO ANY PRODUCT OR SOFTWARE OR LICENSING OF ANY SOFTWARE TO, OR USE BY, ANYONE OTHER THAN Customer.

E. Third Party Software and Customer System Liability. Notwithstanding anything to the contrary, Cellebrite shall not be liable to Customer or any User for any damages due to use of any Third Party Software or Customer System. The limitations and exclusions from liability under the terms and conditions applicable to any Third Party Software or Customer System (which are applicable to

the arrangement between Customer and the applicable provider of such Third Party Software or System) shall govern and apply with respect to the use of each such Third Party Software or System. Additionally, Cellebrite does not provide any warranty with respect to any Third Party Software or Customer System. The warranty provided by the terms and conditions applicable to any Third Party Software or Customer System (which are applicable to the arrangement between Customer and the applicable provider of such Third Party Software or System) shall apply to Third Party Software or System.

F. AI-generated results: The results generated by AI features are automatically produced, not by humans, and may be inaccurate, incorrect, or contain non-unique elements, or display content similar to that shown to other customers or users. Manual or human review is required. The use of AI features is solely at the Customer's discretion, responsibility, and risk.

6. CUSTOMER INDEMNITY – To the maximum extent permitted by applicable Law, Customer shall, at its expense: (i) indemnify and hold Cellebrite and its Affiliates and its and their directors, officers, employees, agents, representatives, shareholders, subcontractors and suppliers harmless from and against any damages, claim, liabilities and expenses (including without limitation legal expenses) (whether brought by a Third Party or an employee, consultant or agent of Customer's) arising out of any (a) misuse or use of any Product or Software furnished under the Agreement in a manner other than as authorized under this EULA, including without limitation using the Product or Software in a manner that violates applicable Law including without limitation a person's Fourth Amendment rights under the United States Constitution (or its equivalent in the Territory); (b) misappropriation of any personal information, (c) failure to obtain consents and approvals required by applicable Law for the use of any of the Cellebrite's Products or Software, or; (g) use of any Product or Software in breach of or to violate the terms of any other agreement with a Third Party; (ii) reimburse Cellebrite for any expenses, costs and liabilities (including without limitation legal expenses) incurred relating to such claim; and (iii) pay all settlements, damages and costs assessed against Cellebrite and attributable to such claim.

7. CELLEBRITE INDEMNITY – Cellebrite will, at its expense: (i) indemnify, defend and hold Customer and its Affiliates and its and their officers and directors harmless from any Third Party claim to the extent alleging that any Software furnished under this Agreement directly infringes any patent, copyright or trademark or misappropriates any trade secret, in each case having legal effect in the Territory; (ii) reimburse Customer for any expenses, costs and liabilities (including reasonable attorney's fees) incurred relating to such claim; and (iii) pay all settlements, damages and costs assessed against Customer and attributable to such claim.

In connection with satisfying its obligations hereunder, Cellebrite may, at its option and expense: (a) procure for Customer and/or its Customers the right to continue using such Software or any Product on which such Software is embedded; (b) replace or modify any such Software or any Product on which such Software is embedded, to be free of such infringement; or (c) require return of such Software or any Product on which such Software is embedded, and refund the purchase price or license price depreciated on a straight-line basis over a three (3) year period from the delivery date.

Cellebrite shall have no obligations under this Section 7 with respect to any Excluded Item. The maximum liability of Cellebrite in relation to any claims under this Section 7 shall not exceed the amounts paid by Customer to license the infringing Software or purchase Products including the infringing Software in the twelve (12) months immediately preceding the claim. If there are any other indemnification obligations with respect to infringement of any patent, copyright or trademark or misappropriation of any trade secret under the Agreement, this Section 7 shall be of no force and effect.

Cellebrite's obligations under this Section 7 are conditioned upon: (1) Customer giving Cellebrite prompt written notice (within no more than thirty (30) days) after any such claim, unless Cellebrite would not be materially prejudiced thereby; (2) Cellebrite having complete control of the defense and

settlement of such claim; (3) Customer cooperating fully with Cellebrite to facilitate the defense or settlement of such claim; and (4) Customer's substantial compliance with the Agreement.

The sale of any Product by Cellebrite shall not in any way confer upon Customer, or upon anyone claiming under Customer, any license (expressly, by implication, by estoppel or otherwise) under any patent claim of Cellebrite or others covering or relating to any combination, machine or process in which such Product is or might be used, or to any process or method of making such Product.

THE FOREGOING STATES THE SOLE AND EXCLUSIVE REMEDY AND OBLIGATION OF THE PARTIES HERETO FOR INFRINGEMENT OR OTHER VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHTS ARISING OUT OF THIS AGREEMENT AND IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, IN REGARD THERETO.

8. DISABLING CODE

A. Disabling Code. Software may be provided to Customer with code that allows Cellebrite to disable such Software. Except as provided in Section 8.B, Cellebrite will not invoke such disabling code without Customer's prior consent.

B. Invocation of Disabling Code. Notwithstanding anything to the contrary, Cellebrite may invoke the disabling code without Customer's consent if (i) Cellebrite reasonably believes that such Software has been, is being, or will be used in violation of Laws; (ii) Cellebrite is required to do so because of a court or regulatory order; (iii) Customer has not paid an outstanding invoice more than sixty (60) days after such invoice is due, or; (iv) Customer has used the Software other than as authorized by Customer's license. Cellebrite shall have no liability to Customer for any good faith invocation of any such disabling code.

9. TERM AND TERMINATION

A. Term. The term of this EULA is while any Software is under Customer's control or possession. The License Term shall be determined in a separate agreement between Cellebrite and the Customer.

B. Termination. Cellebrite may terminate this EULA and revoke the license granted hereunder (i) upon thirty (30) days' prior written notice to Customer if Customer has not cured any material breach of this EULA by the end of such thirty (30) day notice period, or (ii) if Customer has not paid any invoice sixty (60) days after such invoice is due, or (iii) by providing a written notice to be immediately effective in case Cellebrite reasonably determines that it can no longer comply with the terms of the Agreement in accordance with the requirement of any applicable law, rule and/or regulations. Termination of the Agreement in accordance with this Section shall not impose on Cellebrite liability of any kind . Upon termination or expiration of this EULA, (a) Customer shall be responsible for payment for all purchase orders delivered to Customer by Cellebrite before the effective date of termination and (b) Customer shall destroy all copies of any Software under Customer's control or possession.

C. Survival. The provisions of Sections 1-5, 6, 9, and 10-15 of this EULA shall survive any termination or expiration of this EULA.

10. CHOICE OF LAW; JURISDICTION; GOVERNING LANGUAGE

A. Choice of Law; Jurisdiction.

i. The Parties agree to meet and discuss any dispute or claim relating to the Agreement prior to seeking any judicial resolution, for a period of at least thirty (30) days, during which either party may request confidential mediation. If either party requests confidential mediation, the

Parties shall conduct a minimum of two (2) days of confidential mediation with a neutral mediator selected by the American Arbitration Association in Sherbune County, Minnesota.

ii. This Agreement and any disputes or claims arising hereunder are governed by the Laws of, and subject to the exclusive jurisdiction of, the country of incorporation of the Cellebrite entity that sold any Product or licensed any Software to Customer, without giving effect to any choice of Law rules or principles. In case of sales or licenses in the United States of America, this Agreement and any disputes or claims arising hereunder are governed by the laws of the State of Minnesota and subject to the exclusive jurisdiction of the federal or state courts in Minnesota, without giving effect to any conflict of Law rules or principles. Notwithstanding anything to the contrary, in the vent that the entity that sold any Product or licensed any Software to the Customer is Cellebrite GmbH, this Agreement shall be governed by and construed in accordance with the law of England and Wales and the Parties hereby submit to the exclusive jurisdiction of the English courts and, without giving effect to any conflict of Law rules or principles. The United Nations Convention on Contracts for the International Sale of Goods (except that sales or licenses in the United States of America shall not exclude the application of General Obligations Law 5-1401), and the Uniform Computer Information Transactions Act do not apply to this Agreement. Cellebrite may, at its sole discretion, initiate any dispute or claim against Customer, including for injunctive relief, in Minnesota permitted by applicable Law.

B. Litigation Support. Cellebrite will only provide litigation support or testimony related to this Agreement if Cellebrite is compensated for its participation, including all travel expense, attorneys' fees, lost opportunity costs, and other applicable amounts. Purchaser will contact Cellebrite for a quote.

C. Governing Language. The parties hereto have required that this EULA be drawn in the English language, and that the English language version shall control over any translations thereof. If Customer is located in Quebec, the following sentence shall apply: Les parties conviennent que cette EULA soient rediges en anglais.

11. ASSIGNMENT – Except to the extent otherwise required by applicable Law or expressly provided for assignment generally in the Agreement, no license provided to Customer is sublicensable, transferable or assignable by Customer, including by operation of Law, change of control, merger, purchase or otherwise, without the prior written consent of Cellebrite in each instance. Other than as expressly permitted by the foregoing, any attempted sublicense, transfer or assignment by Customer shall be null and void.

12. NO-WAIVER – No course of dealing or failure of either party to strictly enforce any term, right or condition of the Agreement shall be construed as a waiver of such term, right or condition.

13. ENTIRE AGREEMENT – The terms and conditions contained in this EULA supersede all prior oral or written understandings between the parties and shall constitute the entire agreement between the parties with respect to the subject matter of this EULA, except as provided for in the preamble to this EULA.

14. CONSTRUCTION; SEVERABILITY – The headings used in this EULA are for reference purposes only and will not be deemed to limit, expand or in any way affect the interpretation of any term or provision hereof. If any provision of this EULA is held to be invalid or unenforceable for any reason, the validity, legality, and enforceability of the remaining provisions will not be affected or impaired. The parties shall interpret the affected provision in a manner that renders it enforceable while attempting to closely approximate the intent and effect of the affected provision.

15. USA GOVERNMENT USERS ONLY

This Section does *not* apply to any private enterprise, public or private corporation, law firm, consulting company, digital forensics company, non-law enforcement agency, private person, or any other corporate entity that is a Licensee.

A. U.S. Government Customers. The Software and Services were developed exclusively at private expense and qualifies as a "commercial item" consisting of "commercial computer software" and/or "computer software documentation" as such terms are defined and used at FAR (48 C.F.R.) 2.101. Use, duplication or disclosure of the Software by the U.S. Government are subject to restrictions set forth in this Agreement, in accordance with FAR 12.212 and/or DFARS 227.7202-4, as applicable.

B. **INAPPLICABLE TERMS AND PROVISIONS – *VOID AB INITIO***. This Section ***only applies*** to U.S. local, county, state, governmental agencies and other U.S. law enforcement agencies that are state or federally funded by the United States Government. Subject to the foregoing statements, to the extent that any term or provision of the Agreement, is considered ***void ab initio***, or is otherwise unenforceable against the Licensee pursuant to applicable U.S. Law that expressly prohibits Licensee from agreeing to such term or condition, then such conflicting term or provision in this Agreement shall be struck to the extent to make such term or provision enforceable, and the remaining language, if any, shall remain in full force and effect. Any Licensee policies or procedures which are not expressly required by U.S. Law, shall not apply or be incorporated into the Agreement.

16. WARRANITES

A. Hardware Warranty.

Subject to the remaining Sections of this Appendix I, Cellebrite warrants that each Product, including all firmware but excluding 1) Software, for which the warranty is only as provided under Section B, 2) other Accessories, for which the warranty shall be as provided below, and 3) related services or prototypes of any Product, shall perform in substantial conformance with its Documentation for twelve (12) months after delivery (the "**Warranty Period**"). If any failure to conform to such specification ("**Defect**") is suspected in any Product during the Warranty Period, Licensee, after obtaining return authorisation information from Cellebrite, shall ship suspected defective samples of the Product to Cellebrite in accordance with Cellebrite's instructions at Licensee's expense. No Product will be accepted for repair, replacement, credit or refund without the written authorization of Cellebrite. Cellebrite shall analyse the Defect and any technical information provided by Licensee to verify whether any Defect appears in the Product.

If a returned Product does not have a Defect, Licensee shall pay Cellebrite all costs of handling, inspection, repairs, and transportation at Cellebrite's then-prevailing rates. If a returned Product has a Defect, Cellebrite shall, at its option, either repair or replace the defective Product with the same or equivalent Product without charge. If, after a period of thirty days following Cellebrite's receipt of the returned Product, repair or replacement has not occurred then Cellebrite will credit or refund (at Cellebrite's option) the purchase price, provided: (i) Licensee notifies Cellebrite in writing of the claimed Defect within thirty (30) days after Licensee knows or reasonably should know of the claimed Defect, and (ii) the Defect appears within the Warranty Period. Cellebrite shall ship any replacement Product DAP, excluding Import VAT (Incoterms 2010), to Licensee's destination. Title to any replaced Product or replaced parts of any Product shall pass to Cellebrite upon delivery.

In no event shall Cellebrite be responsible for deinstallation or reinstallation of any Product or for the expenses thereof. Repairs and replacements covered by the above warranty will perform in substantial conformance with the Documentation for a period of (i) six (6) months from the date of repair or replacement or (ii) until the expiration of the original Warranty Period, whichever is later.

Accessories shall perform in substantial conformance with their Documentation for six (6) months after Licensee's receipt (the "**Accessories Warranty Period**"). If any Defect is suspected in any accessories during the Accessories Warranty Period, Licensee, after obtaining return authorisation information from Cellebrite, shall ship suspected defective Accessories to Cellebrite in accordance with Cellebrite's instructions. No Accessories will be accepted for repair or replacement without the written authorisation of Cellebrite. If returned Accessories do not have a Defect, Licensee shall pay Cellebrite all costs of handling, inspection, repairs and transportation at Cellebrite's then-prevailing rates. If returned Accessories have a Defect, Cellebrite shall either repair or replace the defective Accessories with the same or equivalent Accessories without charge. Title in any replaced Accessories shall pass to Cellebrite upon delivery of the replacement Accessories.

"**Accessories**" shall mean using any peripheral equipment which accompanies, or is used in conjunction with, the Products, including without limitation, cables, kits, connectors or other accessories.

B. Software Warranty:

Cellebrite warrants to Licensee that for a period of sixty (60) days after the date of shipment, the Software will perform substantially in conformance with its Documentation. As Purchaser's sole and exclusive remedy, Cellebrite will, at its sole expense, and as its sole obligation, promptly repair or replace any Software that fails to meet this limited warranty. Software shall be provided with an initial twelve (12) months license which may be renewed by Purchaser for additional terms against payment of the applicable subscription fees to Cellebrite (the "**Software License Period**"). During the Software License Period Cellebrite shall provide Purchaser with periodical Software Updates, at Cellebrite's sole and absolute discretion.

C. Exclusions:

Cellebrite is not responsible for any claimed breach of any warranty caused by: (a) Licensee's use of the Products or Software in violation of Section 2(C) ("License Prohibitions"); (b) placement of the Products or Software in an operating environment contrary to specific written instructions and training materials provided by Cellebrite to Licensee; (c) Licensee's intentional or negligent actions or omissions, including physical damage, fire, loss or theft of a Product; (d) cosmetic damage to the outside of a Product, including ordinary wear and tear, cracks or scratches; (e) for any Product with a touch screen, any Defect in such a touch screen after thirty (30) days from the date of receipt of such Product, or any Defect caused in a touch screen by Licensee's negligence or wilful misconduct; (f) maintenance of the Products or Software in a manner that is contrary to written instructions provided by Cellebrite to Licensee; (g) a product or service not provided, authorised or approved by Cellebrite for use with the Products or Software; (h) any repair services not authorised or approved by Cellebrite; (i) any design, documentation, materials, test data or diagnostics supplied by Licensee that have not been authorised or approved by Cellebrite; (j) usage of any test units, experimental products, prototypes or units from risk lots (each of which is provided "AS IS" to the maximum extent permissible by law); (k) any third party original equipment manufacturer's restrictions on individual phones or models of phones that prevent the phones or models of phones from working with the Products or Software; (l) any damage to a third party device alleged to or actually caused by or as a result of use of a Product or Software with a device; (m) any Products that have had their serial numbers or month and year of manufacture or shipment removed, defected or altered; (n) any interactions or other effects relating to or arising out of the installation of copies of the Software beyond the number of copies authorised by an agreement between Cellebrite and Licensee; (o) use of Products or Software incorporated into a system, other than as authorised by Cellebrite; or (p) any Products or Software that has been resold or otherwise transferred to a third party by Licensee (any Product or Software affected by the cases in (a)-(p) is referred to hereinafter as an "**Excluded Item**"). The warranties herein do not apply to, and

Cellebrite makes no warranties with respect to the computer or other platform on which the Software is installed or otherwise embedded.

D. Warranty Limitations:

EXCEPT AS STATED IN THIS WARRANTY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, CELLEBRITE, ITS SUBSIDIARIES AND AFFILIATES, SUBCONTRACTORS AND SUPPLIERS EXPRESSLY DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES, AND CONDITIONS, EXPRESS OR IMPLIED, AT COMMON LAW OR BY STATUTE, AND SPECIFICALLY DISCLAIM ANY WARRANTY AND/OR CONDITION RELATING TO THE PRODUCTS, SERVICES, OR THE CONFIDENTIAL INFORMATION, INCLUDING THOSE OF MERCHANTABILITY, ACCURACY, PATENT SUFFICIENCY, FITNESS FOR A PARTICULAR PURPOSE, USE, VALUE, NONVIOLATION OF PRIVACY RIGHTS, OR NONINFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE, AND THE EQUIVALENTS THEREOF UNDER THE LAWS OF ANY JURISDICTION OR THAT THE PRODUCTS WILL BE OF SATISFACTORY QUALITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR FAILURE OF AN ITEM TO CONFORM WITH ITS SPECIFICATIONS SHALL BE CELLEBRITE'S OBLIGATION (i) TO REPAIR OR (ii) TO REPLACE OR, (iii) IF NEITHER (i) NOR (ii) IS COMMERCIALLY FEASIBLE, TO CREDIT OR REFUND (AT CELLEBRITE'S OPTION) SUCH ITEM AS SET FORTH ABOVE. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Cellebrite expressly disclaims and renounces any warranty or representation that the Products and/or the Software can work with all types of devices, any particular device, or with any particular version of any operating system. Licensee assumes the entire risk and all liabilities that the Product and/or the Software will not work with respect to any such device. THE LICENSEE'S BENEFITS FROM THE SERVICES ARE PROVIDED BY CELLEBRITE ON AN "AS-IS" AND "WHERE IS" BASIS AND WITH ALL FAULTS.

E. Repaired or Replaced Products:

Before returning a Product for service, Licensee will back up any data contained in such Product. IN NO EVENT WILL CELLEBRITE, ITS AFFILIATES OR SUPPLIERS BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND WHATSOEVER RELATING TO OR ARISING OUT OF DAMAGE TO, LOSS OF, OR CORRUPTION OF, ANY RECORDS, PROGRAMS, DATA OR INFORMATION RESULTING FROM CELLEBRITE'S REPAIR OR REPLACEMENT SERVICES UNDER THIS WARRANTY, OR AS A RESULT OF A FAILURE OR MALFUNCTION OF A PRODUCT.

EULA Version: November 2024

CELLEBRITE INC.
GENERAL TERMS AND CONDITIONS

1. Definitions

1.1. In addition to the definitions contained in the End User License Agreement available at https://legal.cellebrite.com/End-User-License-Agreement.html ("**EULA**"), the terms of which are incorporated by reference herein, in these General Terms and Conditions (the "**GTC**"):

1.1.1. "**Licensee**" shall mean the contracting party of the which purchase from Cellebrite the Products under the Purchase Order.

1.1.2. "**Person**" shall mean and include an individual, a partnership, a joint venture, a corporation, a limited liability company, a limited liability partnership, a trust, an incorporated organization and a governmental or regulatory authority.

1.1.3. "**Personal Information**" means any information that can identify an identifiable person, and includes, but is not limited to: (a) an individual's name together with address, Social Security Number, Tax identification number, driver's license number, identification card number, phone number, date of birth, password or other security credentials or other information that can identify an individual; (b) credit, debit or other payment card information, bank account or other financial institution information, credit history, credit reports or other financial information; (c) Licensee proprietary network information, including without limitation call and message detail, type and use of products or services, account numbers, identifying numbers of wireless devices or other information related to telecommunications usage; and, (d) compensation or benefits information, protected health information, marital status, number of dependents, background checks, disciplinary action or other information related to employment.

1.1.4. "**Purchase Order**" or "**PO**" shall mean a purchase order submitted by Licensee to Cellebrite.

1.1.5. "**Quote**" shall mean a Quote issued by Cellebrite pursuant to this Agreement.

1.1.6. "**Restricted Territories**" shall mean any of those jurisdictions or territories that are (i) subject or target of sanctions or terrorist-supporting territories, including, without limitation, Iran, Iraq, Somalia, Syria, Libya, Lebanon, Palestinian territories, North Korea, Sudan, Yemen, Cuba, Venezuela, Pakistan and the Crimea region, or (ii) regulated territories in which Licensee does not have the licences, permits, authorizations and approvals that are required by all applicable laws issued by the relevant regulatory authority to carry out Licensee's business activity using the Product and/or the Software.

1.2. In these GTC, unless the context otherwise requires: (i) words expressed in the singular shall include the plural and vice versa, (ii) words expressed in the masculine shall include the feminine and neutral gender and vice versa; (iii) references to Sections are references to sections of these GTC, and; (iv) references to "day" or "days" are to business days, which shall be any day, other than a Saturday or Sunday or a day on which banks located in the United States shall be authorised or required by law to close.

2. Scope and Purpose

2.1. The Agreement shall apply to any acquisition of Products by Licensee from Cellebrite. In the event of any conflict, ambiguity, or inconsistency between the provisions of the Agreement and any other

document, such as a Licensee-issued PO, the following order of precedence shall apply: (1) the Agreement; (2) a Confirmed PO; and (3) the terms of any other Cellebrite-issued document relating to the Product. Licensee's preprinted terms, URL's, or hyperlinks in any document shall not be binding on the Parties nor modify this Agreement, and are expressly rejected, regardless of when issued by Licensee and/or received by Cellebrite, or even if signed by Cellebrite. Should such document contain language that purports to supersede and/or control over this Agreement, the Parties expressly acknowledge and agree that such document shall have no such legal effect between the Parties. Any deviations from the Agreement, unless they are made in writing and executed by a duly authorised officer of Cellebrite, shall be void and unenforceable.

2.2 **Services for Pathfinder Teams Licensees:**

2.2.1. "**Included Pathfinder Teams Annual Services**" shall mean services to be provided to Pathfinder Teams Licensees with respect to new (other than renewals) Pathfinder Teams Licenses issued under Quotes dated 1 January 2022 onwards; Such services may include first installation assistance and/or web-based training or guidance and/or implementation, all as defined and/or as shall be defined from time to time by Cellebrite's at its sole and absolute distraction.

2.2.2. During the License Term, Pathfinder Teams Licensee shall be entitled to up to 2 (two) consecutive days (maximum 8 hours per each day) of Included Pathfinder Teams Annual Services per year, on a non-accumulative basis. The Included Pathfinder Teams Annual Services shall be provided to Pathfinder Teams Licensee remotely or on-site - at Cellebrite's sole and absolute discretion. Upon Pathfinder Teams Licensee written request to receive the annual Included Pathfinder Teams Annual Services, Cellebrite's and the Pathfinder Teams Licensee shall mutually determine regarding the dates of executions of the annual Included Pathfinder Teams Annual Services. Non-consumption of any Included Pathfinder Teams Annual Services by the Pathfinder Teams Licensee during the License Term, for any reason, shall not entitle the Pathfinder Teams Licensee to any refund and/or reduction of the quoted price and/or any other rights deriving from the non-consumption of the Included Pathfinder Teams Annual Services.

3. Purchase Orders

3.1. Purchase Order. Licensee will issue Purchase Orders to Cellebrite specifying: (i) quantities of each Product; (ii) price per unit for each Product (in accordance with the terms agreed upon hereunder) ("**Price per Unit**") and license fees; (iii) desired date for collection of the Products; (iv) shipping instructions; and (v) any other data or information requested by Cellebrite.

3.2. Purchase Order Amendments. Changes to any Purchase Order require: (i) sufficient advance notice for Cellebrite to make the necessary modifications and (ii) written confirmation from Cellebrite for such modification to the Purchase Order. The Parties will confirm in writing any changes in the Price per Unit or delivery schedule of the Product. The Licensee will reimburse Cellebrite for all costs and expenses incurred by Cellebrite in connection with amendment of the Purchase Order.

3.3. Purchase Order Confirmation. Cellebrite shall provide a written response to each Purchase Order within seven (7) business days following the receipt of a Purchase Order. In the event Cellebrite fails to respond to Licensee within said period, the Purchase Order shall be deemed accepted ("**Confirmed PO**").

3.4. Purchase Order Cancellation and Reimbursement of Charges. Licensee may cancel a Purchase Order in whole or in part by giving Cellebrite a written notice in this respect no later than forty-five (45) days prior to the designated delivery date. In the event Licensee cancels a Purchase Order or any part thereof, Cellebrite shall reimburse Licensee for the relative part of the Total Purchase Price (as defined below) paid by Licensee for the Products. Cellebrite may reduce any sums to be reimbursed to reflect the costs of material which cannot otherwise be consumed or used in the next three (3) months by Cellebrite in the course of its business.

4. Prices and Purchase Price

4.1. Price List. Cellebrite may, at its sole discretion, change its price lists or add or remove products from the price lists. Changes in price lists shall take effect within thirty (30) days from the date of notification to Licensee. It is hereby clarified that changes in price lists shall not apply to Products underlying a Confirmed PO, however, price list changes will apply to any Confirmed PO if Licensee has requested an amendment to the Confirmed PO and the amendment has not been accepted by Cellebrite at the time of the price list change.

4.2. Total Purchase Price. Licensee shall pay Cellebrite the total price as set forth in the Purchase Order ("**Total Purchase Price**"). Cellebrite may charge Licensee for any modifications to an accepted Purchase Order, including changes in the proposed delivery schedule.

4.3. Quoted Price. Unless otherwise agreed in writing, all prices quoted in the Purchase Order ("**Quoted Price**") shall be paid by Licensee to the account(s) indicated by Cellebrite. All payments shall be made in US currency or other currency mutually agreed by the Parties. The payment is considered made at the date when the amounts effectively reach Cellebrite's bank account. The Quoted Price does not include transportation, insurance, federal, state, local, excise, value-added, use, sales, property (ad valorem), and similar taxes or duties In addition to the Quoted Price, Licensee shall pay all taxes, fees, or charges imposed by any governmental authority. If Cellebrite is required to collect the foregoing, Licensee will pay such amounts promptly unless it has provided Cellebrite with a satisfactory valid tax exemption certificate authorized by the appropriate taxing authority.

4.4. Terms of Payment and Default Interest. Payment for the Products under any confirmed PO shall be in accordance with the payment terms set forth in the Quote. Failure to make due payment in accordance with the terms of the Quote may cause Cellebrite to apply an interest charge of up to one and one-half percent (1.5%) per month (but not to exceed the maximum lawful rate) on all amounts which are not timely and duly paid, accruing daily and compounding monthly from the date such amounts were due. Licensee shall reimburse Cellebrite for all costs and expenses incurred by Cellebrite in connection with the collection of overdue amounts, including attorneys' fees. Licensee shall not be permitted to set off any deductions against any amounts due to Cellebrite.

5. Delivery

5.1. Delivery Obligations. Delivery obligations of Cellebrite (including the delivery location and time period) shall be as set forth in the Quote. The Product shall be free from any pledge, lien, charge, hypothecation, encumbrance or other security interest upon its delivery to Licensee.

5.2. Transfer of Risk and Title. The transfer of the risk regarding the hardware (not the Software) shall pass to Licensee upon delivery. Only upon full payment of Licensee to Cellebrite the title of the hardware (not Software) shall pass to Licensee.

6. Representations and Warranties

6.1. Each Party warrants, represents, and undertakes that it has and shall continue to have full ability, capacity, and authority required by law or otherwise to enter into and to perform its obligations under the Agreement in a reliable and professional manner.

6.2. Licensee warrants, represents and undertakes that: (i) it has obtained, prior to the consummation of this Agreement, all approvals, permits, licences, consents, authorisations, registrations, permissions, notices, certifications, rulings, orders, judgements and other authorisations from any applicable data subject, employee, employee representative body, regulatory authority, or third party entity or person necessary for the use of the Product and/or the Software by Licensee or for Cellebrite to perform or provide any services related to the Product and/or the Software ("**Permissions**") which include, rights for Cellebrite to use, access, intercept, analyse, transmit, copy, modify, and store, all of the intellectual property rights, Personal Information ("**Personal Data**"), confidential information, or other data or information that may be used,

accessed, intercepted, transmitted, copied, modified or stored by Cellebrite to perform or provide any Services; (ii) the execution, delivery and performance of this Agreement have been duly authorised by all necessary corporate actions; (iii) neither the execution and delivery of this Agreement, nor compliance by it with the terms and provisions hereof and thereof, will conflict with, or result in a breach of any judgment, order, writ, decree, statute, rule, regulation or restriction; (iv) its performance of its obligations in accordance with the terms of the Agreement will not breach any agreement by which it is bound, or violate or infringe any law or any copyrights; (v) it shall use reasonable endeavours to provide such information and assistance which is reasonably required to fulfil Cellebrite's obligations under the Agreement; and (vi) it has the right to be in possession of, access, interact with and otherwise use, all devices, equipment, programmes, data and media (including any telecommunications systems) that are being used in connection with the Product and/or the Software and that the use of the Product and/or the Software, including any instructions given to Cellebrite in connection with the same, is made in compliance with all applicable laws; and (vii) all information provided by it to Cellebrite during the term of the Agreement shall be complete and accurate in all material respects, and that it is entitled to provide the information to Cellebrite for its use as contemplated under the Agreement.

6.3. Where necessary for, or incidental to, any servicing by Cellebrite of the Product and/or Software, Licensee authorises Cellebrite to:

6.3.1. access all devices and all programmes, data and media contained on them;

6.3.2. obtain and retain personal data on the devices and programmes, data and media contained on them;

6.3.3. access and intercept communications on the devices and programmes, data and media contained on them; and

6.3.4. use technology or other means to circumvent measures designed to prevent unauthorised access to devices and all programmes, data and media contained on them, including where such measures are designed to protect copyright works.

6.4. Licensee shall provide to Cellebrite in a timely manner the following documents, information, items, written evidence and materials in any form (whether owned by Licensee or third party) and ensure that they are accurate and complete in all material respects:

6.4.1. Licensee's IT Policy;

6.4.2. Licensee's Acceptable Use Policy;

6.4.3. Licensee's "Bring Your Own Device" Policy; and

6.4.4. evidence that Licensee's has obtained all Permissions required to permit Cellebrite to

7. Responsibility

7.1. Subject to the terms of the Agreement and any ancillary documents thereto, each Party is responsible to the other Party for damages it may cause to the other Party by its willful acts and

for its failure to fully or duly perform the conditions hereof.

7.2. Licensee will not, directly or indirectly, use, resell, deliver, transfer, lend, or otherwise make available the Product and/or the Software to any of Cellebrite's competitors.

7.3. Licensee will not directly or indirectly use the Product and/or the Software, or otherwise resell, deliver, transfer, lend, contribute or otherwise make available the Product and/or Software to any party, person or entity in connection with any terrorist activity or activity or business in any of the Restricted Territories in violation of sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC") or the U.S. Department of State (including, without limitation, the designation as a "specially designated national" or "blocked person"), the United Nations Security Council ("UNSC"), the European Union, Her Majesty's Treasury or other relevant economic sanctions authority.

7.4. Cellebrite may modify the list of Restricted Territories in its sole discretion. Cellebrite will notify Licensee of any such modifications.

7.5. Both Parties shall comply with Cellebrite's Business Conduct Policy available at http://legal.cellebrite.com/intl/Business_Conduct_Policy.htm. If a Party breaches the Business Conduct Policy, the non-breaching Party may terminate this Agreement by giving ten (10) days' prior written notice to the breaching Party.

8. Compliance

8.1. Licensee is obligated to comply with the law applicable in connection with the business relationship with Cellebrite. Licensee will comply with Cellebrite's Business Conduct Policy.

8.2. Licensee represents warrants and covenants that it shall not engage in any deceptive, misleading, illegal or unethical practices that may be detrimental to Cellebrite or to any of Cellebrite's products, including but not limited to the Product or the Software and shall only use the Products or Software in compliance with all applicable laws and regulations (including, without limitation, data protection, privacy, computer misuse, telecommunications interception, intellectual property, and import and export compliance laws and regulations or the applicable foreign equivalents).

8.3. Licensee and its subsidiaries and Affiliates will not (i) offer, promise or grant any benefit to a public official for that person or a third party for the discharge of a duty; (ii) offer, promise or grant an employee or an agent of a business for competitive purposes a benefit for itself or a third party in a business transaction as consideration for an unfair preference in the purchase of goods or commercial services; (iii) demand, allow itself to be promised or to accept a benefit for itself or another in a business transaction as consideration for an unfair preference to another in the competitive purchase of goods or commercial services, and; (iv) violate any applicable anticorruption regulations and, if applicable, not to violate the US Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act or any other applicable antibribery or anti-corruption law. Licensee further represents, covenants and warrants that it has, and shall cause each of its subsidiaries and/or Affiliates to, maintain systems of internal controls (including, but not limited to, accounting systems, purchasing systems and billing systems) to ensure compliance with the FCPA, the U.K. Bribery Act, or any other applicable anti-bribery or anti-corruption law.

8.4. Upon Cellebrite's request, Licensee will confirm in writing that it complies with Section and is not aware of any breaches of the obligations under this Section. If Cellebrite reasonably suspects that Licensee is not complying with Section then, after notifying Licensee regarding the reasonable suspicion, Cellebrite may demand that Licensee, in accordance with applicable law, permit and participate in - at its own expense - auditing, inspection, certification or screening to verify Licensee's compliance with this Section. Any such inspection can be executed by Cellebrite or its third party representative.

8.5. In the event Licensee is in contact with a Government Official concerning Cellebrite, discussing or negotiating, or Licensee engages a third party to do so, Licensee is obligated (i) to inform

Cellebrite in advance and in writing, clearly defining the scope of the interaction, (ii) upon request, to provide Cellebrite with a written record of each conversation or meeting with a Government Official and (iii) to provide Cellebrite monthly a detailed expense report, with all original supporting documentation. A "Government Official" is any person performing duties on behalf of a public authority, government agency or department, public corporation or international organization.

8.6. Cellebrite may immediately terminate this Agreement and any applicable Purchase Orders if Licensee violates its obligations under this Section. Nothing contained in this Section shall limit any additional rights or remedies available to Cellebrite.

8.7. Licensee shall indemnify Cellebrite and Cellebrite's employees from any liability claims, demands, damages, losses, costs and expenses that result from a culpable violation of this Section by Licensee.

8.8. Licensee will pass on the provision of this Section to its affiliates and bind its affiliates accordingly and verify the compliance of its subsidiaries or affiliates with the provisions of this Section.

9. Force Majeure

9.1. Neither party will be liable for delays in performance caused by any unforeseeable and unpreventable circumstance or event beyond the party's reasonable control that interferes with the performance of the Agreement ("**Force Majeure**"). Force Majeure includes, but is not limited to, acts of God, war (whether declared or undeclared), terrorism, strikes, fires, accidents, floods, civil disturbance and natural disasters. Upon the ceasing or termination of Force Majeure, the Parties shall resume their responsibilities under the terms of the Purchase Order and related agreements within 7 days (or, if the same is not possible, within reasonable period of time).

9.2. A party seeking the protection of Section 9.1 shall provide written notice to the other party within five (5) days of the beginning of the Force Majeure event.

10. Export

10.1. The Parties acknowledge that the Product and/or the Software is or may be subjected to regulations on customs, export or import control and/or re-export regulations applicable in the United States, the European Union and its member countries, and/or other countries. Said regulations include but are not limited to the provisions of the US Export Administration Regulations (EAR) and the provisions of the regulations of the European Union.

10.2. Licensee expressly warrants, represents and covenants that it shall comply fully with all applicable export laws and regulations of the United States and other jurisdictions to ensure that neither the Product nor the Software are exported or reexported in violation of such laws and regulations, or used for any purposes prohibited by such laws. As the Products and the Software are subject to export control laws and regulations, Licensee shall not export or "re-export" (transfer) the Product and/or the Software unless the Licensee has complied with all applicable controls.

11. Miscellaneous

11.1. Publicity. Cellebrite may list Licensee as one of Cellebrite's customers. This Agreement and any Purchase Order are considered Cellebrite's Confidential Information. Licensee shall not make any public disclosure or announcements concerning this Agreement, any Purchase Order, Cellebrite, the Products, and/or the Software without the prior written consent of Cellebrite, except where required by law.

11.2. Language. Except where the context otherwise requires, the terms "including" and "includes" shall mean "including without limitation" and "includes without limitation", respectively. If any term hereof shall be held to be invalid or unenforceable for any reason, then the meaning of such term shall be construed so as to render it enforceable to the extent feasible. If no feasible interpretation would save such term hereof, it shall be severed herefrom, but without in any

way affecting the remainder of such term or any other term contained herein, unless such severance effects such a material change as to render the terms of these GTC unreasonable.

11.3. Termination. Cellebrite may terminate this Agreement: (i) for its convenience by giving the other thirty (30) days' prior written notice; (ii) by giving the other Party a written notice to be immediately effective in case the other causes a material or continuous breach hereof ("continuous" meaning two or more occurrences of the same breach). All of Licensee's obligations under this Agreement shall survive the expiration or termination of the Agreement. Termination of this Agreement will not entitle Licensee to any deduction of the Quoted Price or any refund of any prepaid fees. Upon termination of the Agreement, for any reason, Licensee shall allow Cellebrite to access its premises for the purposes of de-installation and transfer of the Product. Termination of the Agreement in accordance with this Section shall not impose any liability on Cellebrite. Cellebrite may terminate the Agreement and revoke the license granted hereunder by giving the other Party a written notice to be immediately effective in case Cellebrite reasonably determines that it can no longer comply with the terms of the Agreement in accordance with the requirement of any applicable law, rule and/or regulations. Termination of the Agreement in accordance with this Section shall not impose on Cellebrite liability of any kind.

11.4. Third Party Rights. A person who is not a party to the Agreement shall not acquire any rights under them or be entitled to benefit from any of their terms.

11.5. Bankruptcy. If a voluntary or involuntary petition is filed under Title 11 of the United States Code or its analogue in any jurisdiction or country, all debts that Licensee may owe to Cellebrite shall be considered "administrative expenses" within the meaning of 11 U.S.C. Sec. 503(b)(1)(a) (as amended) or its analogue, and Cellebrite's claim or claims for those administrative expenses shall be entitled to the priority specified in 11 U.S.C. Sec. 507(a)(1) (as amended) or its analogue. Licensee will use its best efforts to classify those claims as administrative under applicable Law.

11.6. Relationship. The Parties intend to create an independent contractor relationship and nothing contained in this Agreement shall be construed to make either the Licensee or Cellebrite partners, joint venturers, principals, representatives, agents or employees of the other. Neither Party shall have any right, power, or authority, express or implied, to bind the other.

11.7. Counterparts. This Agreement may be executed in any number of counterparts, including using digital signatures or exchange of scanned copies of signed pages (*e.g.*, in PDF format), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Cellebrite Inc.
8065 Leesburg Pike,
Suite T3-302
Vienna, VA 22182
USA

Tel. +1 800 942 3415
Fax. +1 201 848 9982
Tax ID#: 22-3770059
DUNS: 033095568
CAGE: 4C9Q7
Company Website:
http://www.cellebrite.com

Quote

Quote#: Q-433267-1
Date: Dec 17, 2024

Billing Information
City of Elk River
13077 Orono Parkway
Elk River, Minnesota 55330
United States

Contact: Darian Poser
Phone: 7636351265

Delivery Information
Darian Poser
13077 Orono Parkway
Elk River, MN 55330
United States

Contact: Darian Poser
Phone: 7636351265

Wire To:
Bank Routing Number: 021000021
Account Number: 761020590
Account Name: Cellebrite Inc.

Check Remittance (Only for NA):
Cellebrite Inc. ,
PO BOX 23551
New York, NY, 10087-3551

End Customer: City of Elk River

Customer ID	Good Through	Payment Terms	Currency	Sales Rep
SF-00180723	Jan 31, 2026	Net 30	USD	Sean Leahy

#	Product Code	Product Name	Qty	Start Date	End Date	Net Price\Unit	Net Price
1	S-AIS-20-001	Inseyets Online Limited Unlocks subscription	40	Jan 09, 2026	Jan 08, 2027	295.00	11,800.00
2	B-CNR-05-001	Inseyets Online Pro	1	Jan 09, 2026	Jan 08, 2027		
3	S-UFD-20-003	Inseyets Pro UFED Subscription	1	Jan 09, 2026	Jan 08, 2027	4,400.00	4,400.00
4	S-UFD-20-006	Inseyets Pro PA Subscription	1	Jan 09, 2026	Jan 08, 2027	4,400.00	4,400.00
5	F-KAS-00-001	UFED Dongle Kit	1			0.00	0.00
6	F-KAS-05-000	Inseyets Kit	1			0.00	0.00
7	S-UFD-04-059	Smart Translator (3 languages translation Promotion)	1	Jan 09, 2026	Jan 08, 2027	0.00	0.00
Number of Languages: 3							

SubTotal	USD 20,600.00
Shipping & Handling	USD 90.00
Sales Tax	USD 0.00
Total	USD 20,690.00

Comments:

DRAFT

Terms and Conditions:

- This Quote/Proforma Invoice/Tax Invoice, together with the terms and conditions and license agreement listed below that are incorporated by reference to this Quote/Proforma Invoice (together, the "Agreement"), constitute an offer by Cellebrite. By signing this the Quote/Proforma Invoice, issuing a purchase order (or other ordering document) in connection with this the Quote/Proforma Invoice, or downloading and/or using the products identified in this the Quote/Proforma Invoice/Tax Invoice, the customer agrees to be bound by the terms of this Agreement. Any additional or different terms or conditions contained in any customer document, purchase order or other ordering document will not be binding upon Cellebrite unless expressly accepted in a document signed by a Cellebrite authorized signatory.
- Quote is subject to regulatory approval.

- Freight Terms: FCA (NJ)
- General: The following terms shall apply to any product at http://legal.cellebrite.com/us/index.html
- EULA: All Cellebrite Software is licensed subject to the end user license agreement available at https://legal.cellebrite.com/End-User-License-Agreement.html
- Advanced Services (CAS): The following terms apply to Cellebrite Advanced Services at https://legal.cellebrite.com/CB-us-us/index.html
- Premium and Inseyets Unlocks: The following terms shall apply only to Cellebrite Premium and Inseyets Unlocks at http://legal.cellebrite.com/intl/PremiumUS.htm
- Pathfinder: The following terms apply to Cellebrite Pathfinder at https://legal.cellebrite.com/PF-Addendum.htm
- Training Services: The following terms apply to Cellebrite Training Services at http://legal.cellebrite.com/intl/Training.htm
- SaaS: The following terms apply to Cellebrite SaaS Services at https://legal.cellebrite.com/SaaS.htm
- Endpoint SaaS: The following terms apply to Cellebrite Cellebrite Endpoint SaaS at https://legal.cellebrite.com/Endpoint-SAAS.html

In the event of any dispute as to which terms apply, Cellebrite shall have the right to reasonably determine which terms apply to a given purchase order.
Please indicate the invoice number when remitting payment

*SALES TAX DISCLAIMER: Cellebrite Inc. is required to collect Sales and Use Tax for purchases made from the following certain U.S. States. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. Where applicable, Cellebrite Inc. will charge sales tax unless you have a valid sales tax exemption certificate on file with Cellebrite Inc. Cellebrite Inc. will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you are exempt from sales tax, you must provide us with your sales tax exempt number and fax a copy of your sales tax exempt certificate to Cellebrite Inc.
Please include the following information on your PO for Cellebrite UFED purchase:
- Please include the ORGINAL QUOTE NUMBER (For example - Q-XXXXX) on your PO
- CONTACT NAME & NUMBER of individual purchasing and bill to address
- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

I, the undersigned, hereby confirm that I am authorized to sign this Quote/Proforma Invoice on behalf the customer identified above, and I hereby approve that my signature is legally binding upon the customer identified above.

Customer Name: City of Elk River

Signature: _____ **Effective Date:** _____/_____/_____

Name (Print): _____ **Title:** _____

Please sign and email to Victoria Orlin at victoria.orlin@cellebrite.com

DRAFT

Request for Action

To
City Council

Item Number
4.10

Meeting Date
January 20, 2026

Prepared By
Mark Dickinson, Fire Chief

Item Description
Agreement with Cornerstone Auto and the Elk River Fire Department

Reviewed by
Mark Dickinson
Cal Portner
Jolene Richter

Action Requested
Approve, by motion, an agreement between Cornerstone Auto and the City of Elk River Fire Department to use the buildings on their property for public safety training.

Background/Discussion
Cornerstone Auto has acquired the Ebner properties located adjacent to its property. On that property, there are two structures that we have an agreement for our public safety members to train in and for the fire department to burn. This agreement will be for the next few months, with a plan to burn the structures completely for training purposes by June of this year.

Financial Impact
None

Mission/Policy/Goal
Elk River Mission statement

Attachments
1. Cornerstone Agreement

ACKNOWLEDGMENT OF BUILDING USE AGREEMENT & POST-BURN/USE PROPERTY CONDITION

AGREEMENT:

On this 13 day of January, 2026, an agreement is made between;

Elk River Fire Department (Insert name of your Fire Department), hereinafter called "City/Township"; and

Elk River Fire (Insert the name of the entity/organization supervising the activity if other than the local fire department), hereinafter called "Entity";

Cornerstone Auto (Insert the name(s) or owner(s) of the building/property to be damaged or destroyed) hereinafter called "Owner".

WITNESS:

Mark Dickinson
Fire chief for Elk River, MN.

WHEREAS, the City/Township desires to further the training of its firefighters by conducting fire training exercises involving the controlled burning within a structure or other fire training activities.

WHEREAS, the Owner acknowledges benefits received in the possible donation of the structure and further, the enhancement of fire protection services.

WHEREAS, the Owner has requested the use/destruction of the structure located at

17015 Highway 10
Elk River, MN 55330

(Include street address, municipality, county and state; or legal description of the property obtained from county clerk or assessor).

A visual description of the structure(s) to be use/destruction is as follows:

Two residential structures located on the property

WHEREAS, the building to be used/destroyed as identified in the above paragraph will be referred to herein as "the structure"; now therefore:

5

Owners Release to Damage or Burn Structure

Having agreed with the building official, Fire Marshal City or County of Elk River, that a structure owned by Cornerstone Auto and located at the following:

Owner

County: Sherburne

Township: N/A

Fire Number: N/A

Nearest Cross Road: Hwy 10

is under condemnation or unfit for human habitation and is beyond rehabilitation. I further agree that the structure should be used by the fire service for training as they see fit. In order that demolition may be accomplished, I give my consent to the City/Township of Elk River to use or demolish the said structure by burning ~~or other~~ means.

Owner — Date: 1/13/26

Owner — Date

Agent/Instructors Representative — Date

IT IS MUTUALLY AGREED BY THE PARTIES AS FOLLOWS:

1. The City/Township and the Entity propose to damage or destroy the structure during the Month ~~week~~ of Feb, 2026 to June 2026 The actual date of the training will depend upon factors such as availability of personnel, equipment and weather conditions.
2. The Owner agrees to indemnify the City/Township and the City of Elk River Fire Department (agents/instructors), and Entity from any liability arising out of the lack of the Owner's authority to have the structure destroyed and/or the Owner's lack of clear title to the building/property.
3. The Owner agrees to indemnify the City/Township from any liability arising out of any claim of injury from a person who is not an employee of a municipal fire department or of the City/Township in connection with the destruction of the structure.
4. The Owner agrees to indemnify the City of Elk River Fire (agents/instructors), or entity from any liability arising out of any claim of injury from any person in connection with the destruction of the structure.
5. The Owner assumes all liability for securing the structure during the term of this agreement, and further, the Owner agrees to comply with all applicable ordinances and regulations of the City/Township, county and state with respect to removal of debris and the making safe of the site at the conclusion of the City/Township's and the Elk River Fire (agents/instructors) destruction activities.
6. The Owner assumes all responsibility for the cancellation of insurance and the for the disconnection of all utility services, including but not limited to gas, electric, water, telephone, television cables and antennas, for removal of fuel oil, other hazardous substance and conditions, removal of any fixtures, items or equipment the Owner wishes to preserve prior to any destruction activities pursuant to this agreement. **If the Owner has not completed these tasks at least twenty-four (24) hours before the first possible training date, the Owner shall immediately notify the following persons of this fact.**
7. The post-training condition of the structure will be the responsibility of the Owner. The intent is to use the structure and/or demolish sections or all of the structure in training sessions. In most cases the ash, basement walls, foundation, metal debris and any other items will remain in the basement area or close proximity. These materials shall be disposed of by state and county rules at the Owners expense. All cost of permits and sampling will be at Owners expense. If at any time during the training session the Instructor-In-Charge deems it necessary to extinguish the fire, the remains will be the responsibility of the Owner.

Chief: Mark Dickinson 13073 Orono Parkway Elk River, MN 55330 Phone 763.635.1105
Name Address

Training Officer: Casey Neumann

Signed this 13 day of January 20 26

_____, Agent/Instructors Representative

_____ Owner(s)

Request for Action

To
City Council

Item Number
4.11

Meeting Date
January 20, 2026

Prepared By
Mitchell Litfin, Street and Park Superintendent

Item Description
Crafco Pavement Router

Reviewed by
Justin Femrite
Cal Portner
Jolene Richter

Action Requested
Approve, by motion, the public works equipment replacement purchase as scheduled in the Capitol Improvement Plan.

Background/Discussion
The Public Works Streets Division requests authorization to purchase a Grafco Model 30 Pavement Router (Model 21300H) to support ongoing street repair and maintenance operations.

Pavement routing is a critical preparatory step in asphalt maintenance, particularly for crack sealing and joint repair. The router is used to clean, widen, and shape existing pavement cracks, ensuring proper bonding and penetration of sealant materials. This significantly improves the effectiveness and longevity of repairs.

Financial Impact
The total purchase price of the Pavement Router is $17,471.60, which exceeds the placeholder budget originally included in the Capital Improvement Plan due to updated pricing and current market conditions. The purchase will be funded through the Equipment Replacement Fund, utilizing pricing established under MnDOT Contract No. 260233, Project P-961(5).

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

Attachments
1. City of Elk River Model 30 Router 1-13-26 87

CRAFCO® INC
AN ERGON COMPANY
6165 W Detroit St
Chandler AZ 85226
(602) 276-0406 (800) 528-8242
Fax: (480-940-0313

QUOTE

Date Quoted: 1/13/2026
EXPIRATION DATE

Req Ship Date:
Quoted By: Darrin Nystrom
Sales Office: CR4
Ship Before:
Quote Effective Dates: 2/1/2025 **TO:** 1/31/2026
Contract effective dates

Customer PO:
Terms: NET 30
F.O.B: PPD
Ship Via: Salesman Delivery (Flatbed, Van, Will Call, LTL)
SAP Customer # 937677
STATE CONTRACT ID: 260233 P-961(5)

Quote # BBBQ70454 (Internal use)

Customer City of Elk River
Name Mitch Litfin
Address 13065 Orono Parkway
City Elk River State MN 55330
Phone 763-635-1123 Fax
Email militfin@elkrivermn.gov

Project Crafco Model 30 Router
Name SAME
Address
City State Zip
Phone Fax

	Part #	Item Description	Quantity	UM	Price/Unit	Total
1	21300H	Crafco Model 30 Pavement Router w/ Clutch	1	ea	$16,450.00	$16,450.00
2		Router comes with 1 set of cutters, pins and washers on the machine				
3		FREIGHT per State Contract 260233 - .80/mile from Chandler AZ	1,277	ea	$0.80	$1,021.60
4						
5					Total	$17,471.60
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
25						
	Special Instructions:					

Prices per Admin State Contract 260233
Lead time is approx 45 days

****Due to Market Volatility Crafco Reserves the Right to withdraw the quote at anytime**

Taxes: Sales Tax or other taxes are not included. ST3 form must be provided at time of order or sales tax will be added

Terms & Conditions: For Terms and Conditions of purchases go to: https://crafco.com/Terms-of-Sale.pdf https://crafco.com/Terms.pdf
Quantities may be limited at Crafco's discretion
Pricing and Availability are subject to change without notice
FOB Definitions: PPA - Delivered; Freight Included PPD - Delivered; Freight Separate
Field Measurement: By Others
RESTOCK FEES MAY APPLY
Non-Stock/Special Orders: Accepted with the understanding that cancellation cannot be made after the order has been placed. Excess material or material ordered by mistake may not be returned. Please request our return policy for additional information.

Accepted: **Date:** **Darrin Nystrom** 01/13/26 **Date:**

We value your business

Request for Action

To
City Council

Item Number
4.12

Meeting Date
January 20, 2026

Prepared By
Lauren Wipper, Human Resources Manager

Item Description
Hire Senior Activity Center Assistant

Reviewed by
Cal Portner
Jolene Richter

Action Requested
Approve, by motion, the hiring of Morgan Young to the position of Senior Activity Center Assistant effective January 21, 2026.

Background/Discussion
Staff went to market to fill this position. We received 29 applications and interviewed four candidates. Following second interviews and background and reference checks, we recommend Morgan Young for this position.

Ms. Young has worked in the recreation program and activity field for both Anoka County and the National Park Service. She has also worked as a veterinary assistant and continues to work as needed as a clinical assistant. She recently started a part-time position with the City of Maple Grove Community Center and will continue her work there while working part-time with us. Ms. Young holds a Bachelor's degree in Environmental Science with a minor in Visual Arts.

In this part-time position, Ms. Young will start at step A of pay grade 6N. All pay and benefits will be consistent with city policy.

Financial Impact
This is a budgeted position.

Mission/Policy/Goal
The Elk River Mission Statement

Attachments
None

Request for Action

To
City Council

Item Number
4.13

Meeting Date
January 20, 2026

Prepared By
Zack Carlton, Community Development Director

Item Description
Agreements 26-03 and 26-04: 165th Ave Utility Easements

Reviewed by
Cal Portner
Jolene Richter

Action Requested
Approve, by motion, Agreements 26-03 and 26-04 two utility easements along 165th Ave NW to support the extension of sewer and water lines for the Oakwater Ridge Subdivision.

Background/Discussion
City staff and the city attorney have been working with representatives from Capstone Homes and Cargill to secure utility easements along 165th Ave NW.

One easement is between the trustee of the Ewin Theodore Specht Trust and the city, and the second is between Cargill and the city.

These easements provide Capstone and its contractors with the ability to extend trunk sewer and water lines from the intersection of 165th Ave and Gateway Road west to Highway 10. Capstone will work with MnDOT to secure the necessary approvals to extend the utilities further, beneath Highway 10.

Financial Impact
None

Mission/Policy/Goal
Support the growth and development of the community.

Attachments
1. Cargill Utility Easement
2. Specht Trust Utility Easement

DRAINAGE AND UTILITY EASEMENT AGREEMENT

THIS DRAINAGE AND UTILITY EASEMENT AGREEMENT made and entered into this _____ day of _____, 2026, by and between **CAN TECHNOLOGIES, INC.**, a Delaware corporation ("**Grantor**") and the **CITY OF ELK RIVER,** a Minnesota municipal corporation("**Grantee"**).

WITNESSETH

WHEREAS, Grantor is the owner of fee title in and to that certain real property legally described as follows:

> The East Half of the Northeast Quarter (E1/2 NE1/4) lying North of the Point Douglas and Fort Ripley Military Road, all in Section Fourteen (14), Township Thirty-Two (32) Range Twenty-Six (26), and all of the North Half of the Northwest Quarter (N1/2 NW1/4) of Section Thirteen (13) excepting the Right-of-Way of the St. Paul, Minneapolis and Manitoba Railway Company, and St. Paul and Northern Pacific Railway Company, in said Township Thirty-Two (32), Range Twenty-Six (26) ("**Grantor's Property"**)
>
> Sherburne County, Minnesota
> Torrens Property
> Certificate of Title No. 7383

WHEREAS, Oakwater Ridge Development, LLC, a Minnesota limited liability company, has platted real property west of Grantor's Property into a single-family residential subdivision known as OAKWATER RIDGE, Sherburne County, Minnesota ("the **Plat**"); and

WHEREAS, the development of the Plat relies upon the extension of municipal sanitary sewer and water utilities west, across U.S. Highway No. 10, from their current terminus at the intersection of 165th Avenue NW and Gateway Road, immediately north of the Grantor's Property.

WHEREAS, Grantor is willing to grant to Grantee a permanent easement for drainage and utility purposes, upon a portion of Grantor's Property, subject to the covenants and agreements more fully set forth below.

NOW, THEREFORE, in consideration of the foregoing, and for One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Easement.** Grantor herewith grants to Grantee a non-exclusive permanent public drainage and utility easement ("**Easement**") over and upon that portion of Grantor's Property (the "**Easement Area**") legally described as follows:

> The North 53.00 feet of the West 104.00 feet of that part of the East Half of the Northeast Quarter of Section 14, Township 32, Range 26, Sherburne County, Minnesota lying North of the Point Douglas and Fort Ripley Military Road.

The Easement Area is graphically depicted in **Exhibit A**, attached hereto. **Exhibit A** is for illustrative purposes, only, and the legal description of the Easement Area set forth above shall govern and control. Grantor hereby reserves to itself the right to grant to others easement rights in and to the Easement Area; provided, however, that such easement rights shall not substantially or unreasonably interfere with the easement rights granted to Grantee hereunder. The Easement shall be subject to all valid and existing licenses, easements, leases, grants, exceptions, reservations and conditions affecting Grantor's Property. Grantee shall not obstruct, impede, or interfere in the reasonable use of the Easement Area by Grantor, its agents, employees, invitees and contractors.

2. **Purpose.** The purpose of the Easement is to allow Grantee, and Grantee's contractors, agents, employees and consultants, to enter upon Grantor's Property within the Easement Area and construct and thereafter permanently maintain the planned drainage and utility improvements within the Easement Area in conformity with the provisions of this Agreement.

3. **Term.** The term of this Easement shall be perpetual.

4. **Damage.** Grantor and Grantee will each be responsible for any damage caused in any way by, or which arises out of, their respective use of the Easement Area.

5. **Use by Grantor.** Grantor, and Grantor's successors and assigns, shall have the right to use the Easement Area to the extent such use is not inconsistent with the rights granted to Grantee by this or any other or further instrument.

6. **Indemnity.** Grantee, in consideration of the grant of easement herein contained, herewith unconditionally and irrevocably agrees to indemnify Grantor, and hold Grantor harmless from and against, all manner of claims, actions, and causes of action arising from, or related to, Grantee's exercise of its easement rights contained herein, or arising or in any way related to construction activity conducted upon the Easement Area by Grantee's agents, contractors, or other labor forces.

7. **Expenses.** All expenses incurred in connection with the exercise by Grantee of any right granted by this instrument shall be borne solely by Grantee.

8. **Stabilization.** At the conclusion of the work contemplated to be undertaken on behalf of Grantee, Grantee shall seed and stabilize the Easement Area in the manner directed by the Grantee's City Engineer, or consistent with the provisions of the Development Agreement for

the Plat.

9. Miscellaneous. This Agreement, in all respects, shall be construed pursuant to the laws of the State of Minnesota. Any suit, action, or other proceeding arising out of this Agreement shall be brought in the District Court in the County of Sherburne, State of Minnesota. In the event of any action brought to enforce the rights or obligations arising hereunder, or to recover damages, the prevailing party in any such action shall further be entitled to a recovery of costs, disbursements, expert witness fees and attorney fees incurred in any such action. There are no unintended thirty party beneficiaries to this instrument.

[signature on following page]

IN WITNESS WHEREOF, the parties have executed this instrument to be effective as of the date and year first above written.

GRANTOR: **CAN TECHNOLOGIES, INC.**

By: _____

Its: President

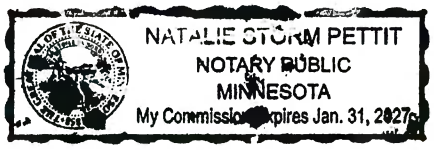
STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me 15TH of January, 2026, by Leland Widger, as President, of **CAN TECHNOLOGIES, INC.** on behalf thereof.

_____
Notary Public

My Commission Expires: 1/31/2027

[NOTARIAL SEAL]



GRANTEE:

CITY OF ELK RIVER

By: _____

Its: _____

STATE OF MINNESOTA)
)**ss.**
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by _____, the _____, of **the City of Elk River** on behalf thereof.

_____
Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

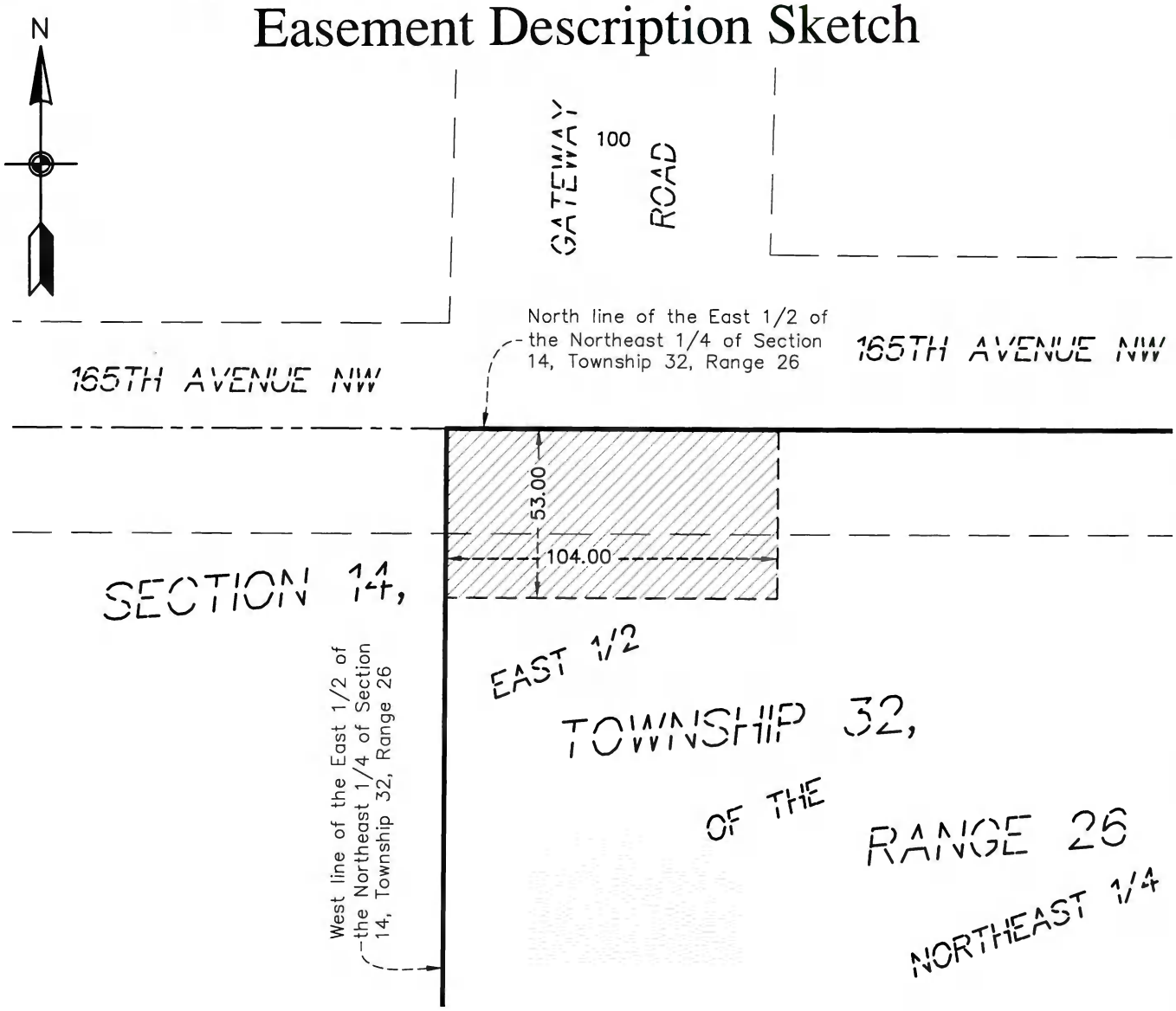
This instrument drafted by, and
After recording, return to:

S. Todd Rapp, P.A.
13316 Caffrey Avenue
Rosemount, Minnesota 55068

EXHIBIT A TO
DRAINAGE AND UTILITY EASEMENT AGREEMENT
Graphic Depiction of Easement Area

[To be attached.]

Easement Description Sketch



EASEMENT DESCRIPTION:

An easement lying over, under, and across the North 53.00 feet of the West 104.00 feet of that part of the East Half of the Northeast Quarter of Section 14, Township 32, Range 26, Sherburne County, Minnesota lying North of the Point Douglas and Fort Ripley Military Road.

Denotes Easement Area

CARLSON ENGINEERING
ENGINEERING
SURVEYING
PLANNING

3890 PHEASANT RIDGE DRIVE NE, SUITE 100, BLAINE, MN 55449
TEL 763.489.7900 \ FAX 763.489.7959 \ CARLSON-ENGINEERING.COM

GRAPHIC SCALE
0 25 50 100
(IN FEET)
(8.5x11 sheet)

2755 | 9556_d&u easement east

Save Date: 12/18/25 f:\Jobs\9541 - 9560\9556 - specht farm - elk river\cad c3d\survey\description sketches\9556_d&u easement east.dwg

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT made and entered into this ___day of _____ _____, 2026, by and between **SECURITY BANK & TRUST CO., AS A TRUSTEE OF THE ERWIN THEODORE SPECHT TRUST UNDER AGREEMENT DATED APRIL 6, 1977** ("**Grantor**") and the **CITY OF ELK RIVER** ("**Grantee**").

WITNESSETH

WHEREAS, Grantor is the owner of fee title in and to that certain real property legally described as follows:

Those parts of the Northeast Quarter of the Northwest Quarter and the West Half of the Northeast Quarter of Section 14, Township 32, Range 26, Sherburne County, Minnesota, which lie northeasterly of the southwesterly right of way line of U.S. Highway No. 10 per the recorded plat of MINNESOTA DEPARTMENT OF TRANSPORTATION MONUMENTATION PLAT 71-M2. Except for that part lying northwesterly of the northwesterly right of way line of 165th Avenue N.W. and northeasterly of the northeasterly right of way line of said U.S. Highway No. 10, both right of way lines per Land Surveyor's Certificate of Correction to the plats of MINNESOTA DEPARTMENT OF TRANSPORTATION MONUMENTATION PLAT 71-M1 and said MINNESOTA DEPARTMENT OF TRANSPORTATION MONUMENTATION PLAT 71-M2 per Document Number 475982 (**"Grantor's Property"**); and

WHEREAS, OAKWATER RIDGE DEVELOPMENT, LLC has platted real property west of Grantor's Property into a single-family residential subdivision known as OAKWATER RIDGE, Sherburne County, Minnesota ("the **Plat**"); and

WHEREAS, the development of the Plat relies upon the extension of municipal sanitary sewer and water utilities west, across U.S. Highway No. 10, from their current terminus at the intersection of 165th Avenue NW and Gateway Road, immediately north of Grantor's Property.

WHEREAS, Grantor is willing to grant to Grantee a permanent easement for utility purposes, upon a portion of Grantor's Property, but only subject to the covenants and agreements more fully set forth below.

NOW, THEREFORE, in consideration of the foregoing, and for One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor agrees as follows:

1. Grant of Easement. Grantor herewith grants to Grantee a permanent public utility easement ("**Easement**") over and upon that portion of Grantor's Property (the "**Easement Area**") legally described as follows:

> An easement lying over, under, and across that part of the West Half of the Northeast Quarter of Section 14, Township 32, Range 26, Sherburne County, Minnesota, lying northeasterly, southeasterly and easterly of MINNESOTA DEPARTMENT OF TRANSPORTATION MONUMENTATION PLAT 71-M2, according to the recorded plat thereof, said easement lies northerly and northwesterly of the following described line and its southwesterly extension: Commencing at the Northeast corner of said West Half of the Northeast Quarter; thence South 00 degrees 24 minutes 43 seconds West, assumed bearing, along the East line of said West Half of the Northeast Quarter, 53.00 feet to the point of beginning of said line to be described; thence North 89 degrees 26 minutes 45 seconds West, 839.95 feet; thence South 71 degrees 45 minutes 26 seconds West, 152.13 feet; thence South 46 degrees 22 minutes 43 seconds West, 125.30 feet to the northeasterly line of said MINNESOTA DEPARTMENT OF TRANSPORTATION MONUMENTATION PLAT 71-M2 and said line there terminating.

The Easement Area is graphically depicted in **Exhibit A**, attached hereto. **Exhibit A** is for illustrative purposes, only, and the legal description of the Easement Area set forth above shall govern and control.

2. Purpose. The purpose of the Easement is to allow Grantee, and Grantee's contractors, agents, employees and consultants, to enter upon Grantor's Property within the Easement Area and construct and thereafter permanently maintain the planned drainage and utility improvements within the Easement Area in conformity with the provisions of this Agreement.

3. Term. The term of this Easement shall be perpetual.

4. Damage. Grantor and Grantee will each be responsible for any damage caused in any way by, or which arises out of, their respective use of the Easement Area.

5. Use by Grantor. Grantor, and Grantor's successors and assigns, shall have the right to use the Easement Area to the extent such use is not inconsistent with the rights granted to Grantee by this or any other or further instrument.

6. Indemnity. Grantee, in consideration of the grant of easement herein contained, herewith unconditionally and irrevocably agrees to indemnify Grantor and its successors and assigns, and hold Grantor and its successors and assigns harmless from and against, all manner of claims, actions, and causes of action arising from, or related to, Grantee's exercise of its easement rights contained herein, or arising or in any way related to construction activity conducted upon the Easement Area by Grantee's agents, contractors, or other labor forces.

7. Expenses. All expenses incurred in connection with the exercise by Grantee of any right granted by this instrument shall be borne solely by Grantee.

8. Stabilization. At the conclusion of the work contemplated to be undertaken on behalf of Grantee, Grantee shall seed and stabilize the Easement Area in the manner directed by the Grantee's City Engineer, or consistent with the provisions of the Development Agreement for the Plat.

9. Miscellaneous. This Agreement, in all respects, shall be construed pursuant to the laws of the State of Minnesota. Any suit, action, or other proceeding arising out of this instrument shall be brought in the District Court in the County of Sherburne, State of Minnesota. In the event of any action brought to enforce the rights or obligations arising hereunder, or to recover damages, the prevailing party in any such action shall further be entitled to a recovery of costs, disbursements, expert witness fees and attorney fees incurred in any such action. There are no third party beneficiaries to this Agreement. The headings used herein are for convenience only and are not to be used in interpreting this Agreement. This Agreement may not be modified, amended or changed orally, but only by an agreement in writing signed by Grantor and Grantee. If any provision of this Agreement is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all provisions of this Agreement in all other respects shall remain valid and enforceable. This Agreement is the entire agreement between the parties regarding the subject matter hereof; any prior or simultaneous oral or written agreement regarding the subject matter hereof is superseded by this Agreement.

IN WITNESS WHEREOF, Grantor and Grantee have executed this instrument as of the date and year first above written.

GRANTOR:

SECURITY BANK & TRUST CO., AS A TRUSTEE OF THE ERWIN THEODORE SPECHT TRUST UNDER AGREEMENT DATED APRIL 6, 1977

By: _____
Marcus P. Hoffmann
Title: Executive Vice President - Trust

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Marcus P. Hoffmann, as Executive Vice President – Trust of Security Bank & Trust Co., as a Trustee of the Erwin Theodore Specht Trust under Agreement Dated April 6, 1977.

_____
Notary Public

This instrument drafted by, and
After recording, return to:

S. Todd Rapp, P.A.
13316 Caffrey Avenue
Rosemount, Minnesota 55068

GRANTEE: **CITY OF ELK RIVER**

By: _____
John J. Dietz, Mayor

And: _____
Jolene Richter, Deputy City Clerk

STATE OF MINNESOTA)
) ss
COUNTY OF SHERBURNE)

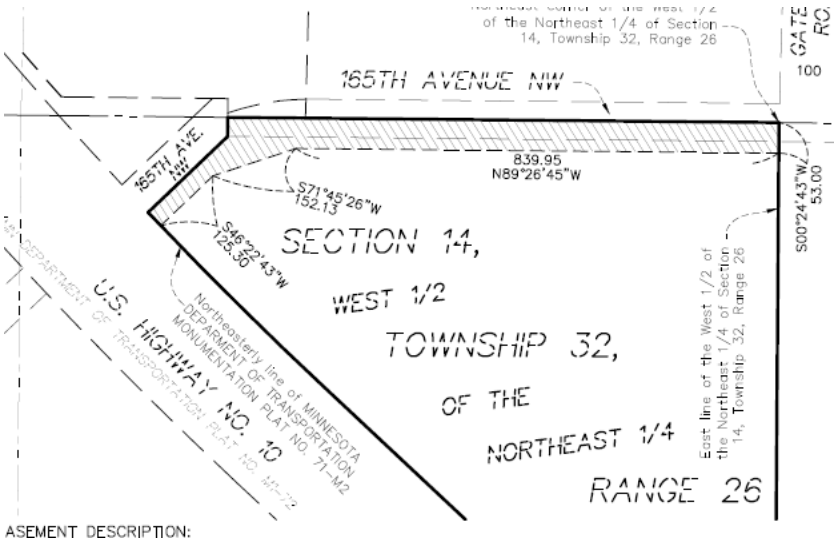
The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by John J. Dietz and Jolene Richter, respectively, the Mayor and Deputy City Clerk of the **City of Elk River,** a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

_____
Notary Public

This instrument drafted by, and
After recording, return to:

S. Todd Rapp, P.A.
13316 Caffrey Avenue
Rosemount, Minnesota 55068

EXHIBIT A TO
DRAINAGE AND UTILITY EASEMENT AGREEMENT
Graphic Depiction of Easement Area



4909-4318-5288, v. 3

Request for Action

To
City Council

Item Number
4.14

Meeting Date
January 20, 2026

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Ralphie's Access Easement Agreement 26-05

Reviewed by
Zack Carlton
Cal Portner
Jolene Richter

Action Requested
Approve, by motion, the access easement agreement 26-05 to provide a non-exclusive access easement on, over, and across a portion of the city's property.

Background/Discussion
City staff and the city attorney have been working with representatives from Casey's to secure an access easement across a small portion of the northwest corner of the YMCA property. This easement will memorialize the existing access to Ralphie's gas station from Highway 10.

Staff have no concerns with the request as access has functioned this way for a long time, and it should continue to do so.

Attached is the draft easement for review. Staff will provide an updated document during the meeting if needed.

Financial Impact
None

Mission/Policy/Goal
Meet changing needs - agile

Attachments
1. Access Easement with City (draft)

Prepared by/Return to: James Skloda, Casey's General Stores, Inc., One SE Convenience Blvd., Ankeny, Iowa 50021, (515) 446-6494

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this "**Agreement**") is made and executed this ____ day of _____, 2026, by and between the City of Elk River, a Minnesota municipal corporation ("**Grantor**"), and CASEY'S RETAIL COMPANY., an Iowa corporation ("**Casey's**").

RECITALS

A. Grantor owns certain real property located in Elk River, Sherburne County, Minnesota (the "**Grantor's Property**"). The Grantor's Property is more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

B. Casey's owns certain real property located adjacent to the Grantor's Property (the "**Casey's Property**"). The Casey's Property is more particularly described on Exhibit B, attached hereto and incorporated herein by this reference.

C. Casey's desires to obtain a non-exclusive access easement (the "**Easement**") on, over, and across a portion of the Grantor's Property (the "**Easement Area**"). The Easement Area is identified more particularly described on Exhibit C and depicted on the Illustration of Exhibit C, both attached hereto and incorporated herein by this reference

D. Grantor is willing to convey the Easement to Casey's, subject to the terms and conditions set forth herein.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Casey's hereby agree as follows:

1. Grant of Easement. Grantor hereby conveys to Casey's a non-exclusive access easement on, over, and across the Easement Area for the use, construction, design, installation, repair, and replacement of an access way for pedestrian and vehicular ingress and egress into and out of Casey's Property and US Hwy. 10.

2. Maintenance. Casey's, at its sole cost and expense, will maintain and repair the Easement Area to standards required by any applicable municipal/government authorities. If the Easement Area or any other portion of the Grantor's Property is damaged by Casey's or Casey's Agents, Casey's shall, at its sole cost and expense, promptly repair any such damage and restore the Easement Area to the same or better condition that existed before such damage.

3. Run with the Land/Successors. This Agreement, and the easements granted herein, are perpetual and shall run with the land described herein, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.

4. Notices. All notices under this Agreement must be in writing and delivered by email or by nationally recognized overnight courier to the addresses set forth below. Notices are effective upon receipt.

If to Grantor:
City of Elk River
Attn: _____
13065 Orono Parkway
Elk River, MN 55330
EMAIL: _____

If to Casey's:
Casey's Retail Company
Attn: Real Estate Department
One SE Convenience Blvd.
Ankeny, Iowa 50021
realestate@caseys.com

Either Party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

5. Governing Law. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Minnesota and shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

6. Entire Agreement. This Agreement, and any addenda or exhibits attached hereto, and made a part hereof, contain the entire agreement of the parties with respect to the matters covered hereby, and no other agreement, statement or promise made by any party, or to any employee, officer or agent of any party, which is not contained herein or in another writing signed by the parties, shall be binding or valid.

7. Counterparts. The parties may sign this Agreement in multiple identical counterparts, all of which taken together shall constitute one and the same agreement. Further, the parties shall treat a recorded copy of an original signature to this Agreement for all purposes as an original signature. The parties shall consider a recorded copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no party to this Agreement shall have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.

[*signatures and acknowledgements to follow*]

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

GRANTOR

CITY OF ELK RIVER, a Minnesota municipality

By:_____

Name: John J. Dietz

Its: Mayor

STATE OF MINNESOTA)
: ss
COUNTY OF SHERBURNE)

This record was acknowledged before me on _____, 2026 by John J. Dietz as Mayor of the City of Elk River, Minnesota.

_____
Notary Public

[further signatures and acknowledgements to follow]

CASEY'S

CASEY'S RETAIL COMPANY, an Iowa corporation

By:_____

Name: Kendra Meyer

Its: Authorized Signer

STATE OF IOWA)
:ss
COUNTY OF POLK)

This record was acknowledged before me on _____, 2026 by Kendra Meyer, as an Authorized Signer of Casey's Retail Company.

_____
Notary Public

EXHIBIT A

[Legal Description of the Grantor's Property]

Address: 13337 Business Center Drive NW, Elk River, MN

Lot 1, Block 1, CIVIC CAMPUS ADDITION, according to the recorded plat thereof, Sherburne County, Minnesota.

EXHIBIT B

[Legal Description of the Casey's Property]

Address: 13374 US Hwy. 10 NW, Elk River, MN

Lot 1, Block 1, Yankee Doodle Crossing, Sherburne County, Minnesota

EXHIBIT C

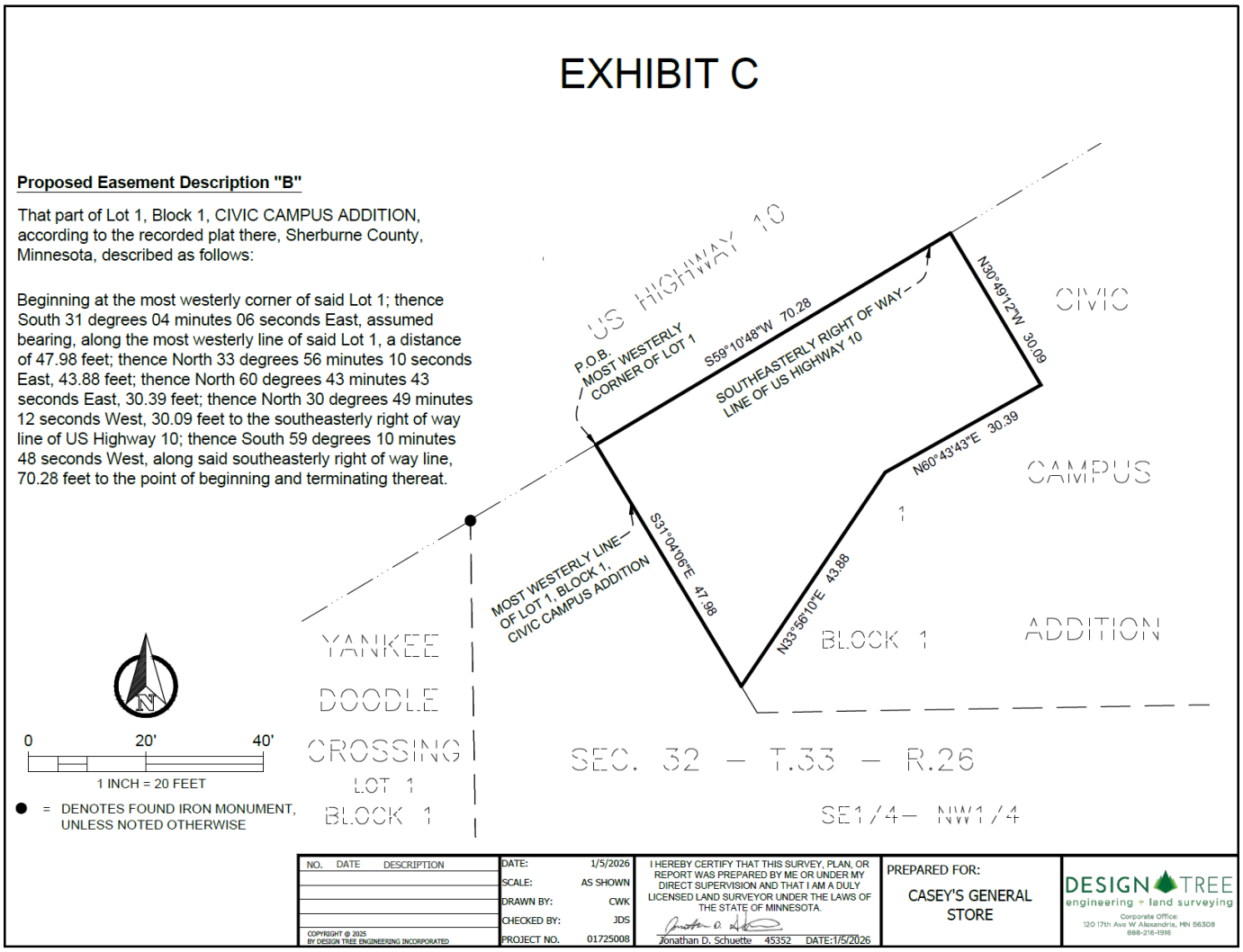
[Legal Description of the Easement Area]

That part of Lot 1, Block 1, CIVIC CAMPUS ADDITION, according to the recorded plat thereof, Sherburne County, Minnesota, described as follows:

Beginning at the most westerly corner of said Lot 1; thence South 31 degrees 04 minutes 06 seconds East, assumed bearing, along the most westerly line of said Lot 1, a distance of 47.98 feet; thence North 33 degrees 56 minutes 10 seconds East, 43.88 feet; thence North 60 degrees 43 minutes 43 seconds East, 30.39 feet; thence North 30 degrees 49 minutes 12 seconds West, 30.09 feet to the southeasterly right of way line of US Highway 10; thence South 59 degrees 10 minutes 48 seconds West, along said southeasterly right of way line, 70.28 feet to the point of beginning and terminating thereat.

ILLUSTRATION FOR EXHIBIT C

[Depiction of the Easement Area]



Request for Action

To
City Council

Item Number
6.1

Meeting Date
January 20, 2026

Prepared By
Lindsay Brandner, Senior Administrative Assistant

Item Description
Civilian Award: Taylor Quinn

Reviewed by
David Kuhnly
Cal Portner
Jolene Richter

Action Requested
Chief Kuhnly will present a certificate to Mr. Quinn.

Background/Discussion
Mayor Dietz requested to recognize Taylor Quinn for his moral efforts in turning in $2,400 in cash found on the sidewalk on December 1, 2025.

Chief Kuhnly will discuss the details of the incident.

Financial Impact
N/A

Mission/Policy/Goal
City Mission Statement

Attachments
None

Request for Action

To
City Council

Item Number
7.1

Meeting Date
January 20, 2026

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Ordinance 26-02: Reasonable Accommodation Ordinance

Reviewed by
Zack Carlton
Cal Portner
Jolene Richter

Action Requested
Adopt Ordinance 26-02 creating Chapter 2, Article 1, §2-2, Reasonable Accommodations.

Background/Discussion
The City Council directed staff to work with the city attorney and draft an ordinance providing an opportunity to request deviations from city codes when related to ADA and the Fair Housing Act (FHA) requirements. This would be an option for residents to present evidence of a Reasonable Accommodation Request.

The ordinance establishes a review process for granting a modification/waiver of city regulations or policies to an individual with a qualifying disability. Please note that this proposed ordinance would not only be for land use requirements (Planning) but may also be utilized by all departments.

The proposed process would give the community development director, in consultation with the city attorney, the authority to consider and act on requests. This type of request would not be a public hearing or reviewed by the Board of Adjustment or City Council. The applicant would also have the right to appeal staff's decision, consistent with many other areas of the ordinance, if there is a disagreement regarding staff's decision.

The Planning Commission reviewed the ordinance on October 28, 2025, and was concerned that individuals could use the appeal process for applications beyond the scope and intent of the proposed ordinance, possibly creating an unintentional variance loophole. They also had questions about designating staff as the approver for the requests and the burden that this places on them.

The city attorney was present at their December meeting to answer their questions about the proposed ordinance amendment. After some discussion, the Planning Commission recommended approval of the ordinance, emphasizing that they wanted the city attorney to be an integral part of the process.

The proposed ordinance, drafted by the city attorney and recommended by the Planning Commission, is attached.

Financial Impact
None

Mission/Policy/Goal
Improve citizen quality of life.

Attachments
1. Reasonable Accommodation Ordinance

Ordinance 26-02

An Ordinance Creating Chapter 2, Article 1, §2-2, Reasonable Accommodations of the City of Elk River, Minnesota, City Code

The City Council of the City of Elk River does hereby ordain as follows:

SECTION 1. That § **2-2. – Reasonable Accommodations** of the City of Elk River Code of Ordinances shall be created to read as follows:

1. The city has a legitimate interest in imposing regulations to protect the public health, safety, and general welfare. However, these regulations may not be applied in a manner that denies reasonable accommodation as required by the federal Fair Housing Amendments Act of 1988. It is city policy to provide reasonable accommodation for persons with disabilities seeking fair and equal access to housing in compliance with federal law. Reasonable accommodation means granting a modification or waiver of city regulations or policies to an individual with a disability, or to a housing developer for an individual with a disability, to eliminate barriers to housing opportunities as required by the act. The process for making and acting upon requests for reasonable accommodation is set forth below.
2. A person may request the modification or waiver of city regulations or policies by submitting a written request to the community development director. No fee is required for this application. The applicant must be an individual with a disability, his or her representative, or a developer or housing provider for an individual with a disability. The application must include a detailed explanation of why the modification or waiver is reasonably necessary to make the specific housing or program available to the person, verification of the disability, and any other information required by the director. If the request also requires another city review or approval, the applicant must file the request concurrently with that application.

3. The city administrator, or their designee, in consultation with the city attorney, has the authority to consider and act on requests for reasonable accommodation, except that requests associated with another city review or approval will be considered and decided concurrently with that application. A decision must be in writing and may include the imposition of conditions. In making a decision, the following factors must be considered:
    a. whether there is a qualifying disability;
    b. whether the request is needed to allow a disabled person equal opportunity to use and enjoy a dwelling, or to live in a particular neighborhood, as a person without disabilities;
    c. whether the request is reasonable, considering such things as the potential impact on surrounding uses, new construction versus an existing structure, the extent to which the accommodation meets the stated need or can alternative designs accomplish the need, and other alternatives that may meet that need;
    d. whether the request would constitute a fundamental alteration of city regulations, policies, or procedures;
    e. whether the request would impose an undue financial or administrative burden on the city; and
    f. any other factor that may have a bearing on the request.
4. The city administrator, or their designee's, written decision, including notice of the right to appeal, must be mailed to the applicant. The applicant may appeal the decision to the city council by submitting a written request to the city clerk within 10 days after the decision was mailed. The council gets the final decision of the city. Only the applicant has a right to appeal.
5. An approved request related to the use of real property is granted only to an individual and does not run with the land unless the director determines that (a) the accommodation is physically integrated into the residential structure and cannot easily be removed or altered or (b) the accommodation is to be used by another individual with a disability.
6. The city administrator, or their designee, may require that the applicant record a covenant agreeing to comply with conditions established in the determination, before the issuance of any permits related to an approved reasonable accommodation with respect to the use of real property.

SECTION 2. That this ordinance shall take effect upon adoption and be published as provided by law.

Passed and adopted by the City Council of the City of Elk River this 20th day of January, 2026.

_____
John J. Dietz, Mayor

ATTEST:

_____
Jolene Richter, Deputy Clerk

Request for Action

To
City Council

Item Number
7.2

Meeting Date
January 20, 2026

Prepared By
Zack Carlton, Community Development Director

Item Description
Ordinance 26-03 and Resolution 26-06: PUD Amendment, Plat of Elk Ridge Center Seventh Addition, and CUP to Allow Construction of a Discount Tire Store, PID 75-00899-0010

Reviewed by
Chris Leeseberg
Cal Portner
Jolene Richter

Action Requested
Adopt, by motion, ordinance 26-03 codifying the PUD standards for Elk Ridge Center and modifying the standards to allow Motor Vehicle Specialty Service Stations as a conditional use within the district.

Adopt, by motion, resolution 26-06 approving the plat of Elk Ridge Center Seventh Addition, subject to the condition that park dedication shall be paid at 8% of the county-assessed value of the property being platted.

Approve the Conditional Use Permit (CUP) approving the Discount Tire operation in the Elk Ridge Center PUD, subject to the following conditions:
1. City Council approval of the associated ordinance amendment (OA 25-10) and plat (P 25-26).
2. Staff approval of all site, engineering, landscaping, and utility plans.
3. The use of hazardous materials such as lubricants, oils, chemicals, and solvents must be handled in accordance with state standards.
4. The outdoor storage of tires, new or used, is prohibited. All tires must be stored within the building and not be visible from the exterior.
5. All four sides of the building must meet the PUD design standards.
6. The shared parking with the property to the south must be maintained, and access between lots shall not be impeded.
7. The applicant must provide evidence of easements that provide access between the lot and a public street.

Background/Discussion
The applicant has proposed the construction of a new tire service station, Discount Tire, within the Elk Ridge Center PUD. The area is governed by a PUD agreement, which outlines the approved uses for the district. The proposed use is classified as a Motor Vehicle Specialty Service Station by ordinance, and is not currently allowed within the PUD. The applicant has submitted an ordinance amendment application, which proposes to add the use as a Conditional Use. The associated CUP application then proposes the construction for the use.

The Comprehensive Plan guides the area for Highway Business uses, which is consistent with other properties where the same use is currently allowed. The most recent facility of this type constructed in Elk River is within the C-3 (Highway Commercial) zoning district, which closely matches the subject area. Looking beyond

the community, similar tire service stations have been constructed in existing commercial developments in Rogers and Maple Grove, and do not appear to conflict with the existing commercial uses.

Planning Commission
The Planning Commission held a public hearing on December 16, 2025. The applicant spoke during the hearing and requested the following condition be removed from the recommendation for approval: *Overhead doors must be kept closed while operating tools and equipment to minimize noise impacts on adjacent businesses.* The applicant stated that this would negatively impact the business and that the noise from the highway would generally be louder than the noise from the garage. They also noted this is a commercial area and some business noise is generally accepted.

The Planning Commission supported the request and unanimously recommended approval of the ordinance amendment and CUP while removing the condition related to overhead doors.

No one else spoke during the public hearing, but before the meeting, staff spoke with a representative from the adjacent daycare operation. They were concerned that the site plans would modify their parking or traffic circulation. Staff informed them that the existing layout would remain in place and provided a copy of the submitted plans.

Financial Impact
None

Mission/Policy/Goal
Responsibly grow.
Support the growth and development of the community.
Meet changing needs - agile.

Attachments
1. Planning Commission Packet dated December 16, 2025
2. PUD Ordinance Document
3. Plat of Elk Ridge Center Seventh Addition
4. Plat Resolution
5. Conditional Use Permit

Request for Action

To
Planning Commission

Item Number
5.1

Meeting Date
December 16, 2025

Prepared By
Zack Carlton, Community Development Director

Item Description
Ordinance Amendment and Conditional Use Permit: Discount Tire, PID 75-00899-0010

Reviewed by
Katie Porath

Action Requested
Recommend approval of an ordinance amendment codifying the Planned Unit Development (PUD) standards for the Elk Ridge Center area and adding Motor Vehicle Specialty Service Stations as a Conditional Use in the district.

Recommend approval of a Conditional Use Permit (CUP) for the proposed Discount Tire operation in Elk Ridge Center, subject to the following conditions:
1. City Council approval of the associated ordinance amendment (OA 25-10) and plat (P 25-26).
2. Staff approval of all site, engineering, landscaping, and utility plans.
3. The use of hazardous materials such as lubricants, oils, chemicals, and solvents must be handled in accordance with state standards.
4. The outdoor storage of tires, new deliveries or used, is prohibited. All tires must be stored within the building and not visible from the exterior.
5. All four sides of the building must meet the PUD design standards.
6. The shared parking with the property to the south must be maintained and access between lots shall not be impeded.
7. The applicant must provide evidence of easements which provide access between the lot and a public street.
8. Overhead doors must be kept closed while operating tools and equipment to minimize noise impacts on adjacent businesses.

Background/Discussion
The applicant has proposed construction of a new tire service station, Discount Tire, within the Elk Ridge Center PUD. The area is governed by a PUD agreement which outlines the approved uses for the district. The proposed use is classified as a *Motor Vehicle Specialty Service Station* within the ordinance, and is not currently allowed within the PUD. The applicant has submitted an ordinance amendment application which proposes to add the use as a Conditional Use. The associated CUP application then proposes construction of the use.

The Comprehensive Plan guides the area for Highway Business uses, which is consistent with other properties where the same use is currently allowed. The most recent facility of this type constructed in Elk River is within the C-3 (Highway Commercial) zoning district, which closely matches the subject area. Looking beyond

the community, similar tire service stations have been constructed in existing commercial developments in Rogers and Maple Grove, and do not appear to conflict with the existing commercial uses.

The full definition of the proposed use is:
Motor vehicle specialty service station means a place where gasoline or other automobile engine fuel sales are prohibited. Lubricants for the operation of motor vehicles may be sold directly to the public. Specialty stations are intended for the sale of minor accessories and minor repairs for automobiles and small trucks. It is intended that specialty stations shall specialize in one or two allowed uses and not generalize in all allowed uses. Minor repair shall include tire servicing and repairs, replacement of mufflers, greasing and lubrication, minor motor adjustments, transmission services, brake repairs, and auto glass replacement. Minor repairs shall not include mechanical and body work, painting, welding, storage of inoperable vehicles, outside storage of overhauling engines.

Uses of this class do carry some concern for potentially negative impacts on surrounding uses. However, these impacts can generally be addressed with conditions of approval, and the use is most appropriate as a conditional use — requiring City Council approval of a Conditional Use Permit.

Site and Development Plans
The subject site is located between a frontage road (Holt Street) along Highway 169 and an internal drive servicing the Elk Ridge Center commercial district. There is no direct access to Holt Street, which is consistent with other uses in the PUD, and all access will come from the internal drive.

The building is situated in the center of the parcel and surrounded by parking areas. These will service both the customers and employees. The southern property line is shared with a daycare operation and the parking crosses the lot line. This is consistent with the PUD as parking and circulation is generally shared between uses and not isolated to each individual use.

The trash enclosure is located as far away from nearby uses as is feasible and screened from view along the public street with walls and landscaping. The additional landscaping proposed with the project meets ordinance standards and retains some of the existing trees along Holt Street and the stormwater basin.

Stormwater is captured on site and directed to a larger pond south of the daycare operation. The pervious areas are not directing runoff to the adjacent stormwater basin. Engineering staff continue their review of the stormwater plans and documents.

Staff are reviewing the architectural plans for compliance with the PUD standards. The PUD maintains a high bar for building appearance, with the expectation of a "north woods" appearance. The initial review did not identify any concerns, but staff will continue to review the plans and coordinate required updates with the applicant. Deviations from the PUD standards are not proposed, and the building must meet all design standards.

Applicable Regulation
Conditional Use Permit

The issuance of a Conditional Use Permit can be ordered only if the use at the proposed location:

1. *Will not endanger, injure or detrimentally affect the use and enjoyment of other property in the immediate vicinity or the public health, safety, morals, comfort, convenience or general welfare of the neighborhood or the city.*
The proposed use will not detrimentally impact adjacent existing businesses and is compatible with the commercial nature of the area. The use will not endanger, injure or detrimentally affect the use and enjoyment of other property in the immediate vicinity or the public health, safety, morals, comfort, convenience or general welfare of the neighborhood or the city.

To ensure compliance with this standard, staff have included conditions to maintain the parking functionality of the parcel to the south, while not eliminating any of the stalls they already have. The outside storage of used or new tires is prohibited via condition, and will ensure the site does not appear messy or unkempt. Additionally, the condition requiring overhead doors to be shut while operating tools and equipment will keep notice impacts to a minimum.

2. Will be consistent with the comprehensive plan.
The property is guided for Highway Business uses. The highway business category primarily consists of a mix of auto-oriented retail and service businesses, restaurants, and community and regional-scale shopping centers. Highway business uses are located along Highway 169 and Highway 10 and have high visibility from these corridors. The use is consistent with the Comprehensive Plan.

3. Will not impede the normal and orderly development and improvement of surrounding vacant property.
The area is nearly fully developed, and the remaining vacant lot is within the same land use and zoning classification. The use does not impact access to the parcel, nor does it reduce the functionality for future commercial uses on the site.

To ensure access to this parcel, while not impeding the use of nearby parcels, the applicant must provide evidence of easements providing access to the site.

4. Will be served adequately by and will not adversely affect essential public facilities and services including streets, police and fire protection, drainage, refuse disposal, water and sewer systems, parks and schools; and will not, in particular, create traffic congestion or interference with traffic on adjacent and neighboring public thoroughfares.
The use will be served adequately by and will not adversely affect essential public facilities and services including streets, police and fire protection, drainage, refuse disposal, water and sewer systems, parks and schools; and will not, in particular, create traffic congestion or interference with traffic on adjacent and neighboring public thoroughfares.

5. Will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons or property because of excessive traffic, noise, smoke, fumes, glare, odors, dust or vibrations.
The activities and equipment associated with a retail tire service station should not detrimentally affect nearby properties.

The use of hazardous materials such as oils, lubricants, chemicals, and solvents shall be handled in accordance with all state standards. Overhead doors are required to be kept closed while operating equipment to minimize noise impacts on surrounding properties.

6. Will not result in the destruction, loss or damage of a natural, scenic or historic feature of major importance.
There are no natural, scenic, or historic features of major importance on the subject parcel.

Staff do not see a need to impose specific conditions to satisfy this standard.

7. Will fully comply with all other requirements of this Code, including any applicable requirements and standards for the issuance of a license or permit to establish and operate the proposed use in the city.
The proposed use is being developed within a PUD. The PUD has a high standard for building facades, while leaving room for a site-specific review of the setbacks and building scale. The building must comply with the design standards outlined in the PUD standards, and no deviation from those standards will be approved. Staff's initial review indicates the project complies, but will continue to review the detailed elevations and work directly with the applicant to address any concerns.

If denial of such a permit should occur, it shall accompany recommendations or determinations by findings or

a report stating how the proposed use does not comply with the standards set forth in Section 30-654.

In staff's review of the standards for CUP as outlined, it appears that the request is consistent with all of these required standards for approving the CUP application.

Financial Impact
None.

Mission/Policy/Goal
Meet changing needs - agile.
Opportunity to live, work, and play.
Support the growth and development of the community.

Attachments
1. Location Map
2. Applicant's Narrative
3. Site and Civil Plans
4. Building Elevations
5. Presentation

Project Location Map

Discount Tire

Plat

Case No: P 25-26

raSmith
CREATIVITY BEYOND ENGINEERING

R.A. Smith, Inc.
55 Shuman Boulevard, Suite 375
Naperville, IL 60563-8467
(630) 405-5722 | rasmith.com

On behalf of Halle Properties, L.L.C., R.A. Smith, Inc. is pleased to present the attached material for Discount Tire store in an outlot at the Elk Ridge Center development.

Discount Tire sells, installs and services tires and wheels as well as installing wiper blades. Staff for the store are typically 4-6 sales/managerial and 8-12 technicians, with the busiest shifts being on Friday and Saturday. As a benefit to the public, the store will provide complimentary air checks for any driver who pulls in and requests the service.

Physically the proposed building will be 122’ in width by 60’ in depth for a total of 7,320 square feet in size. The building will be constructed of stone veneer, faux wood trellis and split face CMU with an anodized aluminum and glass storefront for a total height of 31’.The showroom will face south and there will be three large overhead doors on the west elevation, facing the center parking lot, behind which will be six service bays. A smaller overhead door at the northwest corner of the building is the tire receiving door.

New tire storage is indoors via a racking system adjacent to the service bays and in a mezzanine above the bays. Used tire storage is segregated in its own storage area and no tires are stored outside. Generally new tires are delivered twice a week via a WB67 tractor trailer, and used tires are removed twice a week by a local recycling contractor using a box truck.

Proposed signage consists of two wall signs located on the glass storefront and a larger sign above the service doors. A monument sign is also proposed at the southeast corner of the property, adjacent to Holt Street NW. All signage is internally illuminated.

The site is designed to allow for the WB67 to navigate around the building to unload at the receiving door. This also enables fire apparatus and other emergency vehicles to adequately access the site. A trash enclosure constructed of the same material as the building is proposed at the northwest corner of the site.

This location that Halle Properties has selected meets their internal site selection criteria and will be complimentary to the adjacent uses within the center and the City of Elk River. With limited business hours, open Monday to Friday from 8 AM to 6 PM and Saturday from 8 AM to 5 PM, and low traffic volumes it’s expected that the proposed store will not have a negative impact on traffic.

SITE CIVIL AND LANDSCAPE PLANS

LEGEND
(PROPOSED FEATURES)

- TREE REMOVAL
- EXISTING CONCRETE PAVEMENT TO BE REMOVED
- EXISTING ASPHALT PAVEMENT TO BE REMOVED
- EXISTING GRAVEL TO BE REMOVED
- EXISTING BUILDING/STRUCTURE TO BE REMOVED
- SAWCUT LINE
- PROPOSED PROPERTY LINE
- PROPOSED SITE LIGHTING (DESIGNED BY OTHERS, FOR REFERENCE ONLY)
- MONUMENT SIGNS (CONSTRUCTION DETAILS BY OTHERS)
- SIGN
- HEAVY-DUTY CONCRETE PAVEMENT
- CONCRETE SIDEWALK
- HEAVY-DUTY ASPHALT PAVEMENT
- STANDARD-DUTY ASPHALT PAVEMENT
- COLORED AND STAMPED CONCRETE
- PROPOSED 18" HIGH-SIDE CURB & GUTTER (AS SHOWN ON SITE PLAN)
- PROPOSED 18" STANDARD CURB & GUTTER (AS SHOWN ON SITE PLAN)
- PROPOSED ACCESSIBLE PAVEMENT MARKING
- VAN ACCESSIBLE STALL
- PROPOSED TYPE 3 CURB RAMP (SEE DETAIL SHEET. NOTE LINEWORK ON PLAN IS SYMBOLIC ONLY.)
- PROPOSED TYPE 3A CURB RAMP (SEE DETAIL SHEET. NOTE LINEWORK ON PLAN IS SYMBOLIC ONLY.)
- PROPOSED TYPE 4 CURB RAMP (SEE DETAIL SHEET. NOTE LINEWORK ON PLAN IS SYMBOLIC ONLY.)
- PROPOSED TYPE 4A CURB RAMP (SEE DETAIL SHEET. NOTE LINEWORK ON PLAN IS SYMBOLIC ONLY.)
- PROPOSED TYPE 7 CURB RAMP (SEE DETAIL SHEET. NOTE LINEWORK ON PLAN IS SYMBOLIC ONLY.)
- DOOR
- STRUCTURAL RETAINING WALL - (DESIGNED BY OTHERS)
- 869.5 — PROPOSED 0.5-FOOT GRADE CONTOUR (ONLY USED WHEN CRITICAL)
- 869 — PROPOSED 1-FOOT GRADE CONTOUR
- 870 — PROPOSED 5-FOOT GRADE CONTOUR
- 877.70 × — PROPOSED SPOT GRADE
- (877.70) × — PROPOSED TOP OF CURB
- 877.70 TW — PROPOSED FINISHED SURFACE GRADE ADJACENT TO TOP OF WALL
- 877.00 BW — PROPOSED FINISHED SURFACE GRADE ADJACENT TO BASE OF WALL
- PROPOSED EROSION CONTROL BALE TEMPORARY DITCH CHECK
- PROPOSED INLET PROTECTION
- PROPOSED SILT FENCE
- PROPOSED TEMPORARY DIVERSION SWALE & BERM
- PROPOSED LEVEL SPREADER
- PROPOSED STONE TRACKING MAT
- PROPOSED PERMANENT TURF REINFORCEMENT MAT
- EROSION CONTROL BLANKET
- PROPOSED RIPRAP
- PROPOSED GAS LINE
- PROPOSED ELECTRIC LINE
- PROPOSED TELEPHONE LINE
- PROPOSED WATER MAIN
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED FIRE DEPARTMENT CONNECTION
- PROPOSED WATER VALVE
- PROPOSED FIRE HYDRANT
- PROPOSED INLET/ CB
- PROPOSED STORM MANHOLE
- PROPOSED AREA DRAIN
- PROPOSED SANITARY MANHOLE

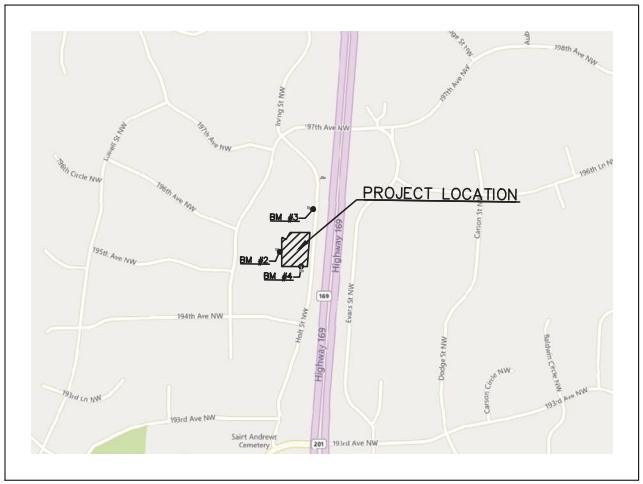
LEGEND

- ( ) INDICATES RECORDED DIMENSION WHERE DIFFERENT FROM ACTUAL MEASUREMENT
- OR SECTION OR 1/4 SECTION CORNER AS DESCRIBED
- 1" DIA. IRON PIPE FOUND (UNLESS OTHERWISE NOTED)
- 1" DIA. IRON PIPE, 18" LONG-SET (UNLESS OTHERWISE NOTED)
- BOLLARD
- SOIL BORING/MONITORING WELL
- FLAGPOLE
- MAILBOX
- SIGN
- BILLBOARD
- AIR CONDITIONER
- CONTROL BOX
- TRAFFIC SIGNAL
- RAILROAD CROSSING SIGNAL
- CABLE PEDESTAL
- POWER POLE
- GUY POLE
- GUY WIRE
- LIGHT POLE
- SPOT/YARD/PEDESTAL LIGHT
- HANDICAPPED PARKING
- ELECTRIC MANHOLE
- ELECTRIC PEDESTAL
- ELECTRIC METER
- ELECTRIC TRANSFORMER
- TELEPHONE MANHOLE
- TELEPHONE PEDESTAL
- MARKED FIBER OPTIC
- GAS VALVE
- GAS METER
- GAS WARNING SIGN
- STORM MANHOLE
- ROUND INLET
- SQUARE INLET
- STORM SEWER END SECTION
- SANITARY MANHOLE
- SANITARY CLEANOUT OR SEPTIC VENT
- SANITARY INTERCEPTOR MANHOLE
- MISCELLANEOUS MANHOLE
- WATER VALVE
- HYDRANT
- WATER SERVICE CURB STOP
- WATER MANHOLE
- WELL
- WATER SURFACE
- WETLANDS FLAG
- MARSH
- CONIFEROUS TREE
- DECIDUOUS TREE
- SHRUB
- -EDGE OF TREES
- -S- -SANITARY SEWER
- -STO- -STORM SEWER
- -W- -WATERMAIN
- -G- -MARKED GAS MAIN
- -E- -MARKED ELECTRIC
- -OHW- -OVERHEAD WIRES
- -E- -BUREAU ELEC. SERV.
- -T- -MARKED TELEPHONE
- -TV- -MARKED CABLE TV LINE
- -FO- -MARKED FIBER OPTIC
- 780 — INDICATES EXISTING CONTOUR ELEVATION
- × 780.55 — INDICATES EXISTING SPOT ELEVATION
- -EXISTING PROPERTY LINE
- -EXISTING EASEMENT LINE

DISCOUNT TIRE

19512 HOLT ST NW
ELK RIVER, MN 55330

VICINITY MAP



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PLAN INDEX

SHEET NO.	DESCRIPTION
C000	TITLE SHEET
1 OF 1	ALTA
C100	EXISTING CONDITIONS & DEMOLITION PLAN
C200	SITE PLAN
C300	GRADING PLAN
C400	UTILITY PLAN
L100	LANDSCAPE PLAN

ENGINEER AND LANDSCAPE ARCHITECT:

raSmith
CREATIVITY BEYOND ENGINEERING
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

DEVELOPER / OWNER:

HALLE PROPERTIES, L.L.C.
20225 N. SCOTTSDALE ROAD
SCOTTSDALE, ARIZONA 85255
PH: (480) 606-6000
FAX: (480) 606-4370

BENCHMARKS:

BM #2
NE LIGHT
POLE BASE
ELEV= 982.79

BM #3
TOP NUT
HYDRANT
ELEV= 990.30

BM #4
N LIGHT
POLE BASE
ELEV= 982.20

HORIZONTAL DATUM:

SHERBURNE COUNTY SYSTEM NAD 83 (1986 ADJ.)

811 Know what's below. Call before you dig.

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PLAN DATE: 11/24/2025

REVISIONS	ISSUE DATE	SHEET NO.'S	ISSUED FOR:

DESCRIPTION | DATE

raSmith
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(262) 781-1000
rasmith.com
Brookfield, WI | Milwaukee, WI | Appleton, WI | Madison, WI
Cedarburg, WI | Naperville, IL | Irvine, CA

DISCOUNT TIRE - MNM 13335
CITY OF ELK RIVER, MN

TITLE SHEET

PRELIMINARY NOT FOR CONSTRUCTION

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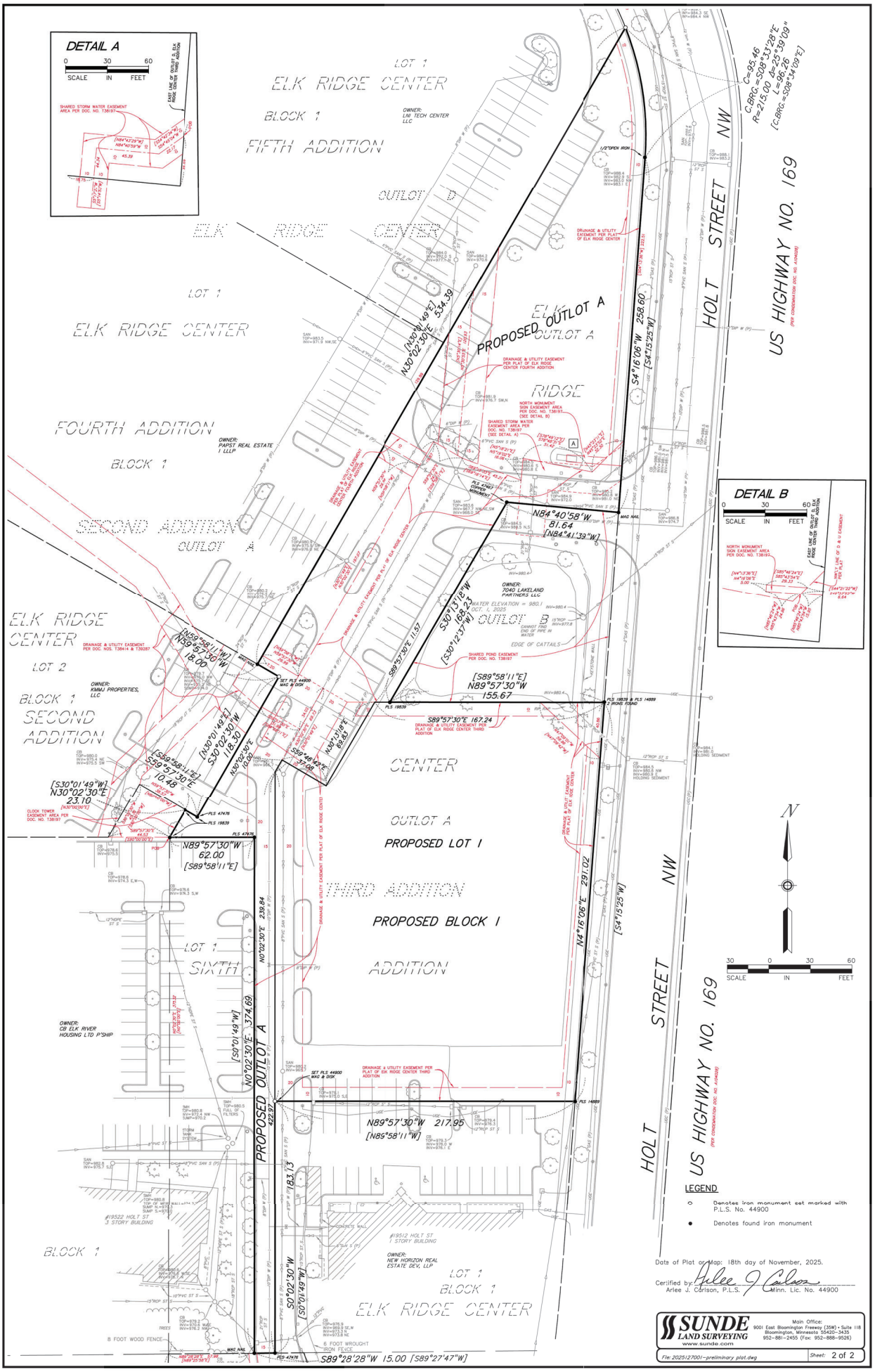
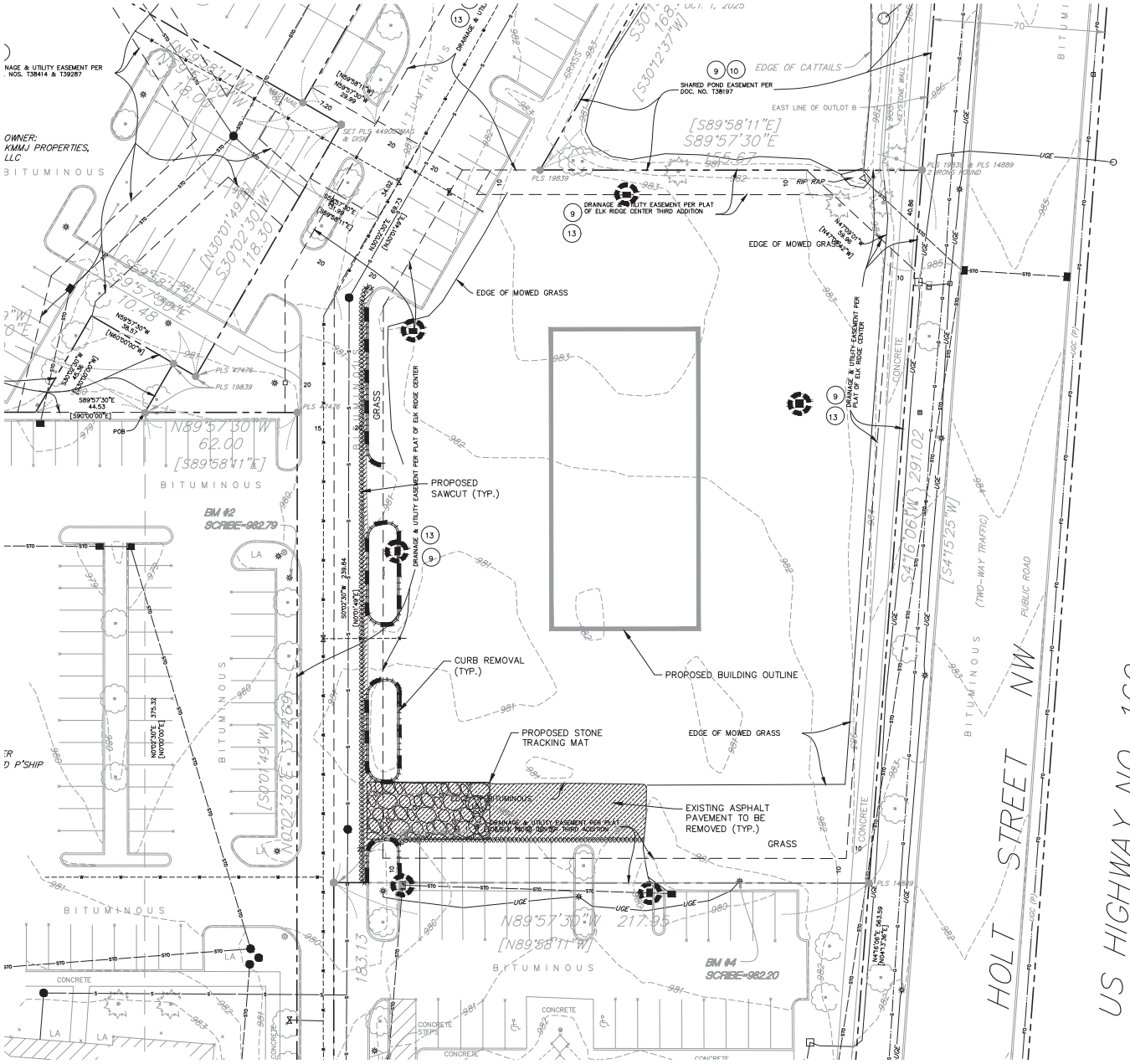
R.A. Smith, Inc.

DATE: 11/24/2025
SCALE: N.T.S.
JOB NO. 3250195
PROJECT MANAGER: ROBERT PONTO
DESIGNED BY: TJR
CHECKED BY: RTP

SHEET NUMBER
C000


DETAIL A
SCALE IN FEET
DETAIL B
SCALE IN FEET
LOT 1
ELK RIDGE CENTER
BLOCK 1
FIFTH ADDITION
OUTLOT D
ELK RIDGE CENTER
LOT 1
ELK RIDGE CENTER
FOURTH ADDITION
BLOCK 1
SECOND ADDITION
OUTLOT A
ELK RIDGE CENTER
LOT 2
BLOCK 1
SECOND ADDITION
OUTLOT A
PROPOSED LOT 1
THIRD ADDITION
PROPOSED BLOCK 1
LOT 1
SIXTH ADDITION
BLOCK 1
LOT 1
BLOCK 1
ELK RIDGE CENTER
PROPOSED OUTLOT A
PROPOSED OUTLOT A
US HIGHWAY NO. 169
HOLT STREET NW
N84°40'58"W 81.64 [N84°41'39"W]
S4°16'06"W 258.60 [S4°15'25"W]
[N39°01'49"E] 534.39
N30°02'30"E
[S30°01'49"W] N30°02'30"E 118.30
[N59°58'11"W] N59°57'30"W 18.00
[S89°58'11"E] N89°57'30"W 155.67
S89°57'30"E 167.24
S30°13'18"W 168.23 [S30°12'37"W]
S89°57'30"E 11.57
[S89°58'11"E] N89°57'30"W 10.48
[S30°01'49"W] N30°02'30"E 23.10
N89°57'30"W 62.00 [S89°58'11"E]
N0°02'30"E 239.84
[S0°01'49"W] N0°02'30"E 374.69
N89°57'30"W 217.95 [N89°58'11"W]
N4°16'06"E 291.02 [S4°15'25"W]
S0°02'30"W 183.13 [S0°01'49"W]
S89°28'28"W 15.00 [S89°27'47"W]
C=95.46
C.BRG=S08°33'28"E
R=215.00 Δ=25°59'09"
L=96.26
[C.BRG=S08°34'09"E]
OWNER: LNI TECH CENTER LLC
OWNER: PARIST REAL ESTATE I, LLLP
OWNER: KMMJ PROPERTIES, LLC
OWNER: 7040 LAKELAND PARTNERS LLC
OWNER: CB ELK RIVER HOUSING LTD P'SHIP
OWNER: NEW HORIZON REAL ESTATE DEV, LLP
#19522 HOLT ST 3 STORY BUILDING
#19512 HOLT ST 1 STORY BUILDING
8 FOOT WOOD FENCE
6 FOOT WROUGHT IRON FENCE
DRAINAGE & UTILITY EASEMENT PER PLAT OF ELK RIDGE CENTER
SHARED STORM WATER EASEMENT AREA PER DOC. NO. T38197
SHARED POND EASEMENT PER DOC. NO. T38197
DRAINAGE & UTILITY EASEMENT PER PLAT OF ELK RIDGE CENTER THIRD ADDITION
CLOCK TOWER EASEMENT AREA PER DOC. NO. T38197
NORTH MONUMENT SIGN EASEMENT AREA PER DOC. NO. T38197
SET PLS 44900 MAG & DISK
PLS 19839 & PLS 14889 2 IRONS FOUND
PLS 47476
MAG NAIL
1/2"OPEN IRON
N
SCALE IN FEET
LEGEND
Denotes iron monument set marked with P.L.S. No. 44900
Denotes found iron monument
Date of Plat or Map: 18th day of November, 2025.
Certified by: Arlee J. Carlson, P.L.S.
Minn. Lic. No. 44900
SUNDE LAND SURVEYING
www.sunde.com
Main Office: 901 East Bloomington Freeway (35W) • Suite 118 Bloomington, Minnesota 55420-3435 952-881-2455 (Fax: 952-888-9526)
File: 2025127001-preliminary plat.dwg
Sheet: 2 of 2



EROSION CONTROL LEGEND

- PROPERTY LINE
- PROPOSED BUILDING FOOTPRINT
- EXISTING 5-FT CONTOUR
- EXISTING 1-FT CONTOUR
- SAWCUT LINE PAVEMENT
- EXISTING CONCRETE CURB TO BE REMOVED
- EXISTING ASPHALT PAVEMENT TO BE REMOVED
- PROPOSED INLET PROTECTION
- PROPOSED SILT FENCE
- PROPOSED STONE TRACKING MAT

GRAPHIC SCALE
10 0 10 20 40
(IN FEET)

DEMOLITION NOTES

1. EXISTING TOPOGRAPHY OBTAINED BY SUNDE LAND SURVEYING, DATED 10/08/2025.
2. REFER TO THE SPECIFICATIONS FOR ADDITIONAL DEMOLITION NOTES.
3. THE LOCATION AND ELEVATION OF UNDERGROUND UTILITIES SHOWN ON THE PLANS IS BASED ON INFORMATION FROM MUNICIPALITY, LOCAL UTILITY COMPANIES, OR, WHERE POSSIBLE, FIELD SURVEY. THE UTILITIES SHOWN ON THE PLAN CANNOT BE GUARANTEED AS EXACT OR COMPLETE.
4. CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AND/OR THE APPROPRIATE UTILITY COMPANIES PRIOR TO EXCAVATION.
5. EROSION CONTROL DEVICES MUST BE INSTALLED PRIOR TO GROUND DISTURBING WORK, INCLUDING DEMOLITION – SEE EROSION CONTROL PLAN.
6. THE CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR THE COMPUTATIONS OF ALL GRADING AND FOR ACTUAL LAND BALANCE, INCLUDING UTILITY TRENCH SPOIL. THE CONTRACTOR SHALL IMPORT OR EXPORT MATERIAL AS NECESSARY TO COMPLETE THE PROJECT. EXCESS DIRT SPOILS FROM EARTHWORK OPERATIONS MUST BE DISPOSED OFFSITE, BY END OF CONSTRUCTION. BERMING ONSITE TO BALANCE SOIL MATERIALS ONSITE IS PROHIBITED. FINISHED GRADE MUST MATCH GRADING PLAN.
4. DEMOLITION AND DISPOSAL SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS.
5. FINAL CONSTRUCTION FENCE LOCATION AND PHASING SHALL BE COORDINATED BY THE CONTRACTOR WITH THE CITY OF SARTELL AND OWNER.

EROSION CONTROL NOTES

1. THE LOCATION AND ELEVATION OF UNDERGROUND UTILITIES SHOWN ON THE PLANS IS BASED ON INFORMATION FROM MUNICIPALITY, LOCAL UTILITY COMPANIES, OR, WHERE POSSIBLE, FIELD SURVEY. THE UTILITIES SHOWN ON THE PLAN CANNOT BE GUARANTEED AS EXACT OR COMPLETE.
2. CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AND/OR THE APPROPRIATE UTILITY COMPANIES PRIOR TO EXCAVATION.
3. EROSION CONTROL DEVICES MUST BE INSTALLED PRIOR TO GROUND DISTURBING WORK, INCLUDING DEMOLITION. SEE CONSTRUCTION SEQUENCE.
4. CONTRACTOR TO INSPECT AND DOCUMENT EROSION & SEDIMENT CONTROL, AT MINIMUM:
   - 4.A. AT COMPLETION OF INSTALLATION OF EROSION & SEDIMENT CONTROL MEASURES, PRIOR TO ANY GROUND DISTURBANCE.
   - 4.B. ONCE EVERY SEVEN (7) CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM EVENT WITH GREATER THAN 0.5 INCH OF RAINFALL.
5. NECESSARY REPAIR OR CLEANING OF THE EROSION AND SEDIMENT CONTROL MEASURE SHOULD HAPPEN IMMEDIATELY.
6. DISTURBED AREAS OF THE SITE WHERE CONSTRUCTION HAS TEMPORARILY OR PERMANENTLY CEASED SHALL BE STABILIZED WITH PERMANENT OR TEMPORARY SEEDING WITHIN SEVEN (7) DAYS.
7. SOIL STOCKPILES SHALL BE PROTECTED WITH PERIMETER CONTROLS.
8. DEWATERING UNFILTERED WATER DIRECTLY INTO THE SEWER SYSTEM IS PROHIBITED.
9. CONTRACTOR SHALL CLEAN TRACKOUT ON PUBLIC STREETS AT THE END OF EACH WORK DAY.

CONSTRUCTION SEQUENCE

1. INSTALL PERIMETER SILT FENCE AND INLET PROTECTION BAGS AS SHOWN ON PLAN. INSTALL IN ACCORDANCE WITH MINNESOTA STANDARDS.
2. INSTALL CONSTRUCTION ENTRANCE AND CONCRETE WASHOUT.
3. DEMOLISH SITE FEATURES AS NOTED ON DEMOLITION PLAN.
4. STRIP AND STOCKPILE MATERIAL.
5. GRADE BUILDING PAD.
6. GRADE REMAINING SITE TO SUBGRADE.
7. PROCEED WITH UTILITY CONSTRUCTION.
8. INSTALL PAVEMENT SURFACE WHERE NOTED ON PLAN.
9. STABILIZE DISTURBED GROUND WITH PERMANENT SOIL MIX AND SEED PER LANDSCAPE PLAN.
10. CONTRACTOR SHALL REMOVE ALL TEMPORARY EROSION CONTROL BMPs WHEN DISTURBED AREAS ARE PERMANENTLY STABILIZED AND NO LONGER SUSCEPTIBLE TO EROSION.

CONTRACTOR SHALL PROVIDE EROSION CONTROL FACILITIES IN ACCORDANCE WITH THE CITY OF ELK RIVER EROSION CONTROL AND SEDIMENT CONTROL ORDINANCE AND MINNESOTA POLLUTION CONTROL AGENCY (MPCA) STORMWATER MANUAL, LATEST EDITION, THE MOST STRINGENT TO APPLY.

THE LOCATIONS OF EXISTING UTILITY INSTALLATIONS AS SHOWN ON THIS PLAN ARE APPROXIMATE. THERE MAY BE OTHER UNDERGROUND UTILITY INSTALLATIONS WITHIN THE PROJECT AREA THAT ARE NOT SHOWN.

RIM ELEVATIONS ARE GIVEN TO THE FACE OF CURB FOR INLET GRATES OR THE CENTER OF THE MANHOLE STRUCTURE FOR MANHOLES. PIPE LENGTHS ARE MEASURED TO THE CENTER OF STRUCTURE OR THE END OF PIPE WHERE THERE IS AN ENDWALL.

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DESCRIPTION | DATE

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(262) 781-1000
rasmith.com
Brookfield, WI | Milwaukee, WI | Appleton, WI | Madison, WI
Collinsville, IL | Naperville, IL | Irvine, CA

DISCOUNT TIRE - MNM 13335
CITY OF ELK RIVER, MN

DEMOLITION AND EROSION CONTROL PLAN

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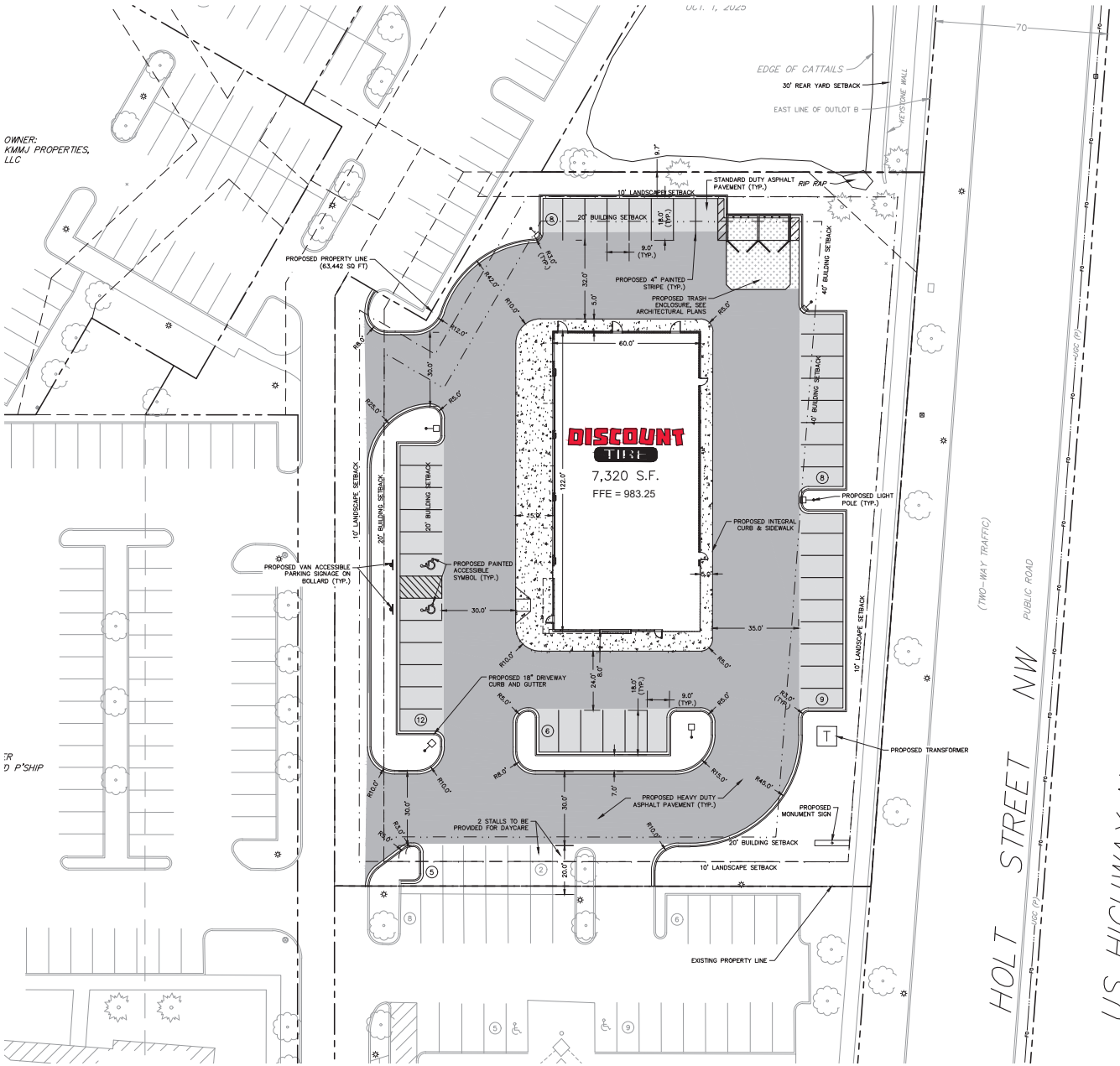
R.A. Smith, Inc.

DATE: 11/24/2025
SCALE: 1" = 20'
JOB NO. 3250195
PROJECT MANAGER: ROBERT PONTO
DESIGNED BY: TJR
CHECKED BY: RTP

SHEET NUMBER
C100



GRAPHIC SCALE
10 0 10 20 40
(IN FEET)

SITE LEGEND

- PROPERTY LINE
- PROPOSED 18" CURB & GUTTER
- HEAVY-DUTY CONCRETE PAVEMENT
- CONCRETE SIDEWALK
- PROPOSED GREENSPACE
- STANDARD DUTY ASPHALT PAVEMENT
- HEAVY DUTY ASPHALT PAVEMENT
- PROPOSED LIGHT POLE ON CONCRETE BASE (SEE PHOTOMETRIC PLAN)
- PROPOSED ACCESSIBLE PAVEMENT MARKING
- (10) STALL PARKING COUNT

SITE & PAVING NOTES

1. EXISTING TOPOGRAPHY OBTAINED BY SUNDE LAND SURVEYING, DATED 10/08/2025.
2. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR PRECISE BUILDING DIMENSIONS, DOOR LOCATION, AND BUILDING UTILITY ENTRANCE LOCATIONS, ETC.
3. ALL PROPOSED IMPROVEMENTS SHALL BE CONSTRUCTED PARALLEL AND PERPENDICULAR TO THE SOUTH PROPERTY LINE.
4. ALL DIMENSIONS AND CORRESPONDING HORIZONTAL CONTROL RELATED TO PAVING REPRESENT FACE OF CURB. BUILDINGS ARE DIMENSIONED TO FACE OF BUILDING.
5. ALL CURB RADII ARE MEASURED TO FACE OF CURB. CURB RADII ARE 3' UNLESS OTHERWISE NOTED.
6. ALL CURB SHALL BE 18" CONCRETE CURB, UNLESS OTHERWISE NOTED.
7. ALL SITE SIGNAGE AND MARKINGS MUST COMPLY WITH THE MOST RECENT EDITION OF THE FEDERAL HIGHWAY ADMINISTRATION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
8. ALL IMPROVEMENTS ARE TO BE MADE IN COMPLIANCE WITH MINNESOTA ADA STANDARDS.
9. SEE LANDSCAPE PLAN FOR PLANTING INFORMATION IN UNPAVED AREAS.
10. SEE ARCHITECT PLANS FOR SITE SIGNAGE DETAILS.

PARKING CALCULATIONS

PROVIDED STANDARD SPACES	46
PROVIDED ACCESSIBLE SPACES	2
PROVIDED TOTAL SPACES	48
PARKING SPACE DIMENSIONS:	9' WIDE X 18' DEEP WITH 2.0' OVERHANG 90° SPACE (STANDARD)
REQUIRED ACCESSIBLE SPACES	2
PROVIDED ACCESSIBLE SPACES	2
TOTAL REQUIRED PARKING SPACES	28 (1 PER 250 SF GROSS FLOOR AREA)
EXISTING DAYCARE PARKING	28
PROPOSED ON DISCOUNT TIRE'S SITE	2
PROVIDED TOTAL SPACES	30
REQUIRED DAYCARE PARKING	30

811 Know what's below. Call before you dig.

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RIM ELEVATIONS ARE GIVEN TO THE FACE OF CURB FOR INLET GRATES OR THE CENTER OF THE MANHOLE STRUCTURE FOR MANHOLES. PIPE LENGTHS ARE MEASURED TO THE CENTER OF STRUCTURE OR THE END OF PIPE WHERE THERE IS AN ENDWALL.

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DESCRIPTION | DATE

raSmith
CREATIVITY BEYOND ENGINEERING
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com
Brookfield, WI | Milwaukee, WI | Appleton, WI | Madison, WI
Cedarburg, WI | Naperville, IL | Irvine, CA

DISCOUNT TIRE - MNM 13335
CITY OF ELK RIVER, MN

SITE PLAN

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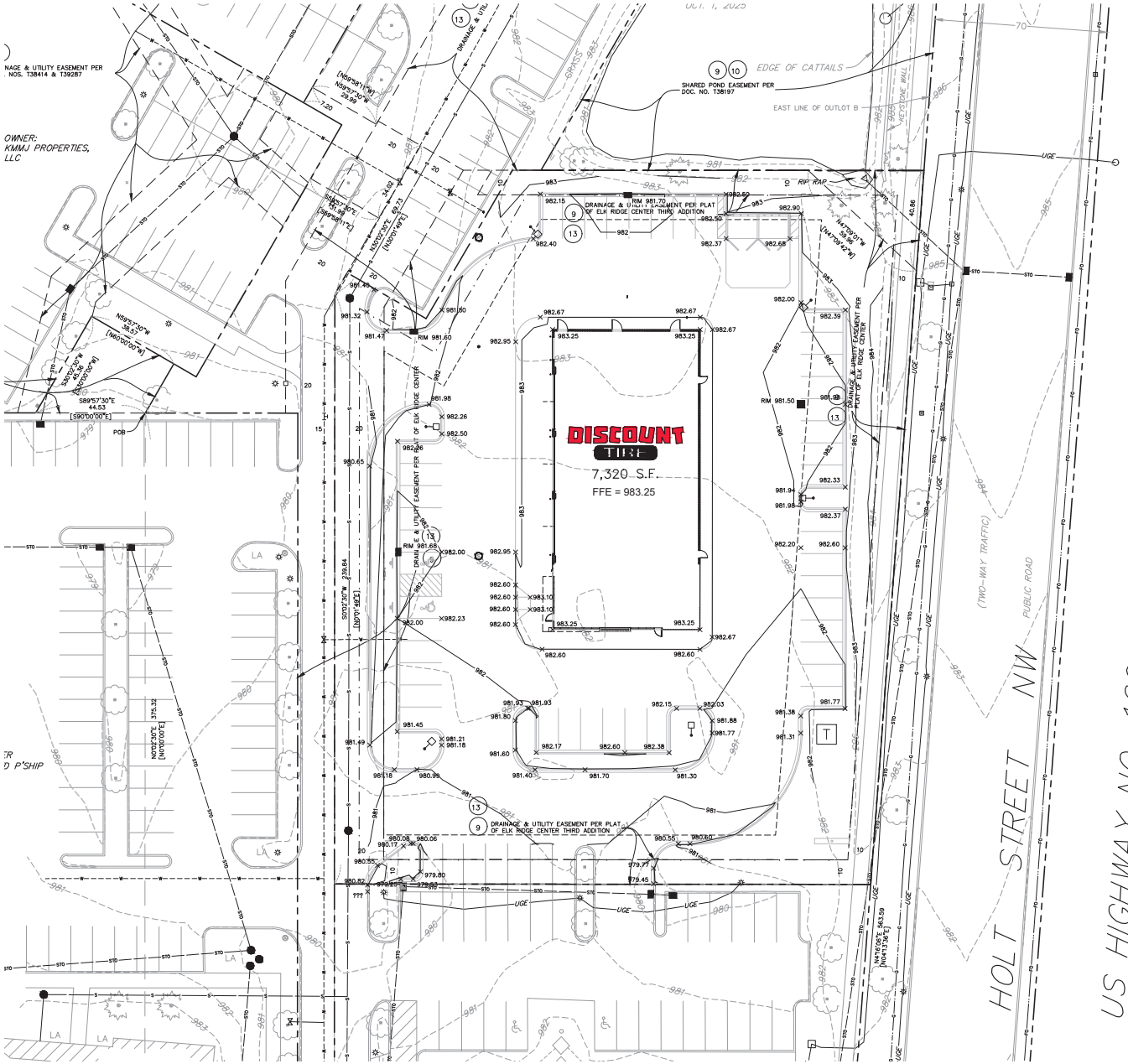
R.A. Smith, Inc.

DATE: 11/24/2025
SCALE: 1" = 20'
JOB NO. 3250195
PROJECT MANAGER: ROBERT PONTO
DESIGNED BY: TJR
CHECKED BY: RTP

SHEET NUMBER
C200



N

GRAPHIC SCALE
10 0 10 20 40
(IN FEET)

GRADING LEGEND

- PROPERTY LINE
- 870 EXISTING MINOR CONTOUR
- 870 EXISTING MAJOR CONTOUR
- 870 PROPOSED MINOR CONTOUR
- 870 PROPOSED MAJOR CONTOUR
- 834.50 PROPOSED SPOT GRADE AT GUTTER OR SPOT GRADE ON PAVEMENT (IF NO GUTTER)
- (834.50) PROPOSED SPOT GRADE AT TOP OF CURB
- 834.50± MATCHING GRADES INTO EXISTING
- RIM 834.50 PROPOSED RIM GRADE
- PROPOSED DIRECTIONAL SLOPE ARROW
- PROPOSED EMERGENCY OVERLAND FLOW ROUTE
- PROPOSED SWALE

GRADING NOTES

1. EXISTING TOPOGRAPHY OBTAINED BY SUNDE LAND SURVEYING, DATED 10/06/2025.
2. CONTRACTOR TO VERIFY ALL EXISTING TOPOGRAPHY AND STRUCTURES ON THE SITE AND IMMEDIATELY NOTIFY THE ENGINEER ON ANY DISCREPANCIES PRIOR TO STARTING WORK.
3. THE CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR THE COMPUTATIONS OF ALL GRADING AND FOR ACTUAL LAND BALANCE, INCLUDING UTILITY TRENCH SPOIL. THE CONTRACTOR SHALL IMPORT OR EXPORT MATERIAL AS NECESSARY TO COMPLETE THE PROJECT.
4. THE CONTRACTOR SHALL REFER TO THE GEOTECHNICAL REPORT INCLUDED IN THE BID DOCUMENTS FOR STRUCTURAL FILL AND COMPACTION REQUIREMENTS.
5. FILL AND MATERIAL COMPACTION SHALL BE INSPECTED BY THE OWNERS TESTING AGENCY PRIOR TO PAVING.
6. NO FILL SHALL BE PLACED ON WET, FROZEN, OR SOFT SUBGRADE.
7. ALL SIDEWALKS AND ACCESSIBLE ROUTES SHALL HAVE A MAXIMUM 2.00% CROSS SLOPE AND A RUNNING SLOPE NO GREATER THAN 5.00%
8. ADA STALLS SHOULD BE NO MORE THAN 2.00% IN ALL DIRECTIONS.
9. ALL DISTURBED LANDSCAPE AREAS SHALL BE RESTORED PER THE LANDSCAPE PLANS.
10. MAXIMUM SLOPE IN LANDSCAPE AREAS SHALL BE 4:1 UNLESS OTHERWISE NOTED.
11. WHEN GRADE FLOWS AWAY FROM PROPOSED CURB, REJECT CURB SHALL BE INSTALLED.
12. MATCH EXISTING ELEVATION AT LIMITS OF CONSTRUCTION.
13. ADJUST ALL EXISTING MANHOLES, VALVES, INLETS, ETC. TO FINISHED GRADE, AS NECESSARY.

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CITY OF ELK RIVER, MN

GRADING PLAN

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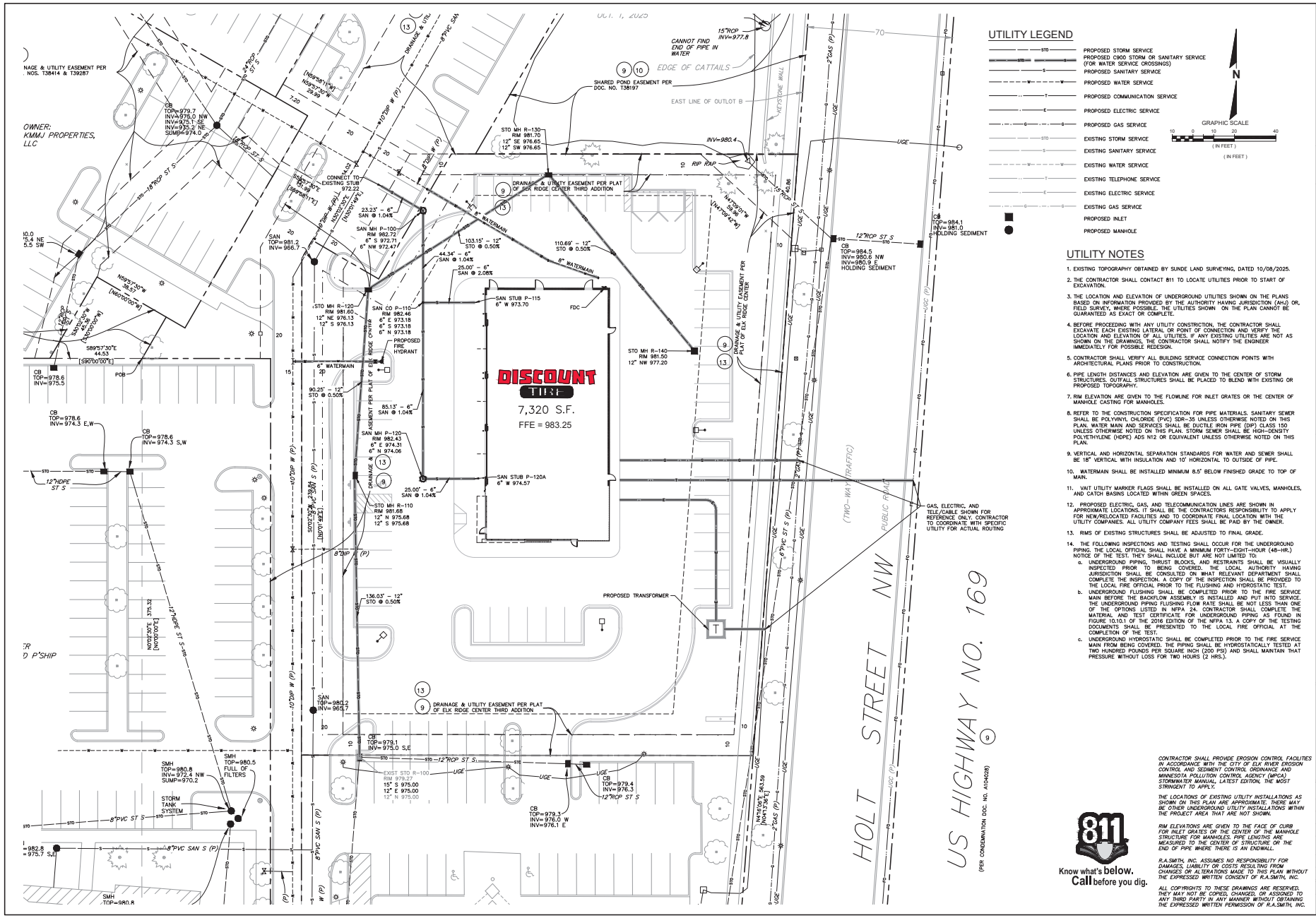
DATE: 11/24/2025
SCALE: 1" = 20'
JOB NO. 3250195
PROJECT MANAGER: ROBERT PONTO
DESIGNED BY: TJR
CHECKED BY: RTP

SHEET NUMBER
C300



UTILITY LEGEND

- PROPOSED STORM SERVICE
- PROPOSED C900 STORM OR SANITARY SERVICE (FOR WATER SERVICE CROSSINGS)
- PROPOSED SANITARY SERVICE
- PROPOSED WATER SERVICE
- PROPOSED COMMUNICATION SERVICE
- PROPOSED ELECTRIC SERVICE
- PROPOSED GAS SERVICE
- EXISTING STORM SERVICE
- EXISTING SANITARY SERVICE
- EXISTING WATER SERVICE
- EXISTING TELEPHONE SERVICE
- EXISTING ELECTRIC SERVICE
- EXISTING GAS SERVICE
- PROPOSED INLET
- PROPOSED MANHOLE

GRAPHIC SCALE
10 0 10 20 40
(IN FEET)

UTILITY NOTES

1. EXISTING TOPOGRAPHY OBTAINED BY SUNDE LAND SURVEYING, DATED 10/08/2025.
2. THE CONTRACTOR SHALL CONTACT 811 TO LOCATE UTILITIES PRIOR TO START OF EXCAVATION.
3. THE LOCATION AND ELEVATION OF UNDERGROUND UTILITIES SHOWN ON THE PLANS BASED ON INFORMATION PROVIDED BY THE AUTHORITY HAVING JURISDICTION (AHJ) OR, FIELD SURVEY, WHERE POSSIBLE. THE UTILITIES SHOWN ON THE PLAN CANNOT BE GUARANTEED AS EXACT OR COMPLETE.
4. BEFORE PROCEEDING WITH ANY UTILITY CONSTRICTION, THE CONTRACTOR SHALL EXCAVATE EACH EXISTING LATERAL OR POINT OF CONNECTION AND VERIFY THE LOCATION AND ELEVATION OF ALL UTILITIES. IF ANY EXISTING UTILITIES ARE NOT AS SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY FOR POSSIBLE REDESIGN.
5. CONTRACTOR SHALL VERIFY ALL BUILDING SERVICE CONNECTION POINTS WITH ARCHITECTURAL PLANS PRIOR TO CONSTRUCTION.
6. PIPE LENGTH DISTANCES AND ELEVATION ARE GIVEN TO THE CENTER OF STORM STRUCTURES. OUTFALL STRUCTURES SHALL BE PLACED TO BLEND WITH EXISTING OR PROPOSED TOPOGRAPHY.
7. RIM ELEVATION ARE GIVEN TO THE FLOWLINE FOR INLET GRATES OR THE CENTER OF MANHOLE CASTING FOR MANHOLES.
8. REFER TO THE CONSTRUCTION SPECIFICATION FOR PIPE MATERIALS. SANITARY SEWER SHALL BE POLYVINYL CHLORIDE (PVC) SDR--35 UNLESS OTHERWISE NOTED ON THIS PLAN. WATER MAIN AND SERVICES SHALL BE DUCTILE IRON PIPE (DIP) CLASS 150 UNLESS OTHERWISE NOTED ON THIS PLAN. STORM SEWER SHALL BE HIGH--DENSITY POLYETHYLENE (HDPE) ADS N12 OR EQUIVALENT UNLESS OTHERWISE NOTED ON THIS PLAN.
9. VERTICAL AND HORIZONTAL SEPARATION STANDARDS FOR WATER AND SEWER SHALL BE 18" VERTICAL WITH INSULATION AND 10' HORIZONTAL TO OUTSIDE OF PIPE.
10. WATERMAIN SHALL BE INSTALLED MINIMUM 8.5' BELOW FINISHED GRADE TO TOP OF MAIN.
11. VAIT UTILITY MARKER FLAGS SHALL BE INSTALLED ON ALL GATE VALVES, MANHOLES, AND CATCH BASINS LOCATED WITHIN GREEN SPACES.
12. PROPOSED ELECTRIC, GAS, AND TELECOMMUNICATION LINES ARE SHOWN IN APPROXIMATE LOCATIONS. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO APPLY FOR NEW/RELOCATED FACILITIES AND TO COORDINATE FINAL LOCATION WITH THE UTILITY COMPANIES. ALL UTILITY COMPANY FEES SHALL BE PAID BY THE OWNER.
13. RIMS OF EXISTING STRUCTURES SHALL BE ADJUSTED TO FINAL GRADE.
14. THE FOLLOWING INSPECTIONS AND TESTING SHALL OCCUR FOR THE UNDERGROUND PIPING. THE LOCAL OFFICIAL SHALL HAVE A MINIMUM FORTY--EIGHT--HOUR (48--HR.) NOTICE OF THE TEST. THEY SHALL INCLUDE BUT ARE NOT LIMITED TO:
    a. UNDERGROUND PIPING, THRUST BLOCKS, AND RESTRAINTS SHALL BE VISUALLY INSPECTED PRIOR TO BEING COVERED. THE LOCAL AUTHORITY HAVING JURISDICTION SHALL BE CONSULTED ON WHAT RELEVANT DEPARTMENT SHALL COMPLETE THE INSPECTION. A COPY OF THE INSPECTION SHALL BE PROVIDED TO THE LOCAL FIRE OFFICIAL PRIOR TO THE FLUSHING AND HYDROSTATIC TEST.
    b. UNDERGROUND FLUSHING SHALL BE COMPLETED PRIOR TO THE FIRE SERVICE MAIN BEFORE THE BACKFLOW ASSEMBLY IS INSTALLED AND PUT INTO SERVICE. THE UNDERGROUND PIPING FLUSHING FLOW RATE SHALL BE NOT LESS THAN ONE OF THE OPTIONS LISTED IN NFPA 24. CONTRACTOR SHALL COMPLETE THE MATERIAL AND TEST CERTIFICATE FOR UNDERGROUND PIPING AS FOUND IN FIGURE 10.10.1 OF THE 2016 EDITION OF THE NFPA 13. A COPY OF THE TESTING DOCUMENTS SHALL BE PRESENTED TO THE LOCAL FIRE OFFICIAL AT THE COMPLETION OF THE TEST.
    c. UNDERGROUND HYDROSTATIC SHALL BE COMPLETED PRIOR TO THE FIRE SERVICE MAIN FROM BEING COVERED. THE PIPING SHALL BE HYDROSTATICALLY TESTED AT TWO HUNDRED POUNDS PER SQUARE INCH (200 PSI) AND SHALL MAINTAIN THAT PRESSURE WITHOUT LOSS FOR TWO HOURS (2 HRS.).

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DISCOUNT TIRE - MNM 13335
CITY OF ELK RIVER, MN

UTILITY PLAN

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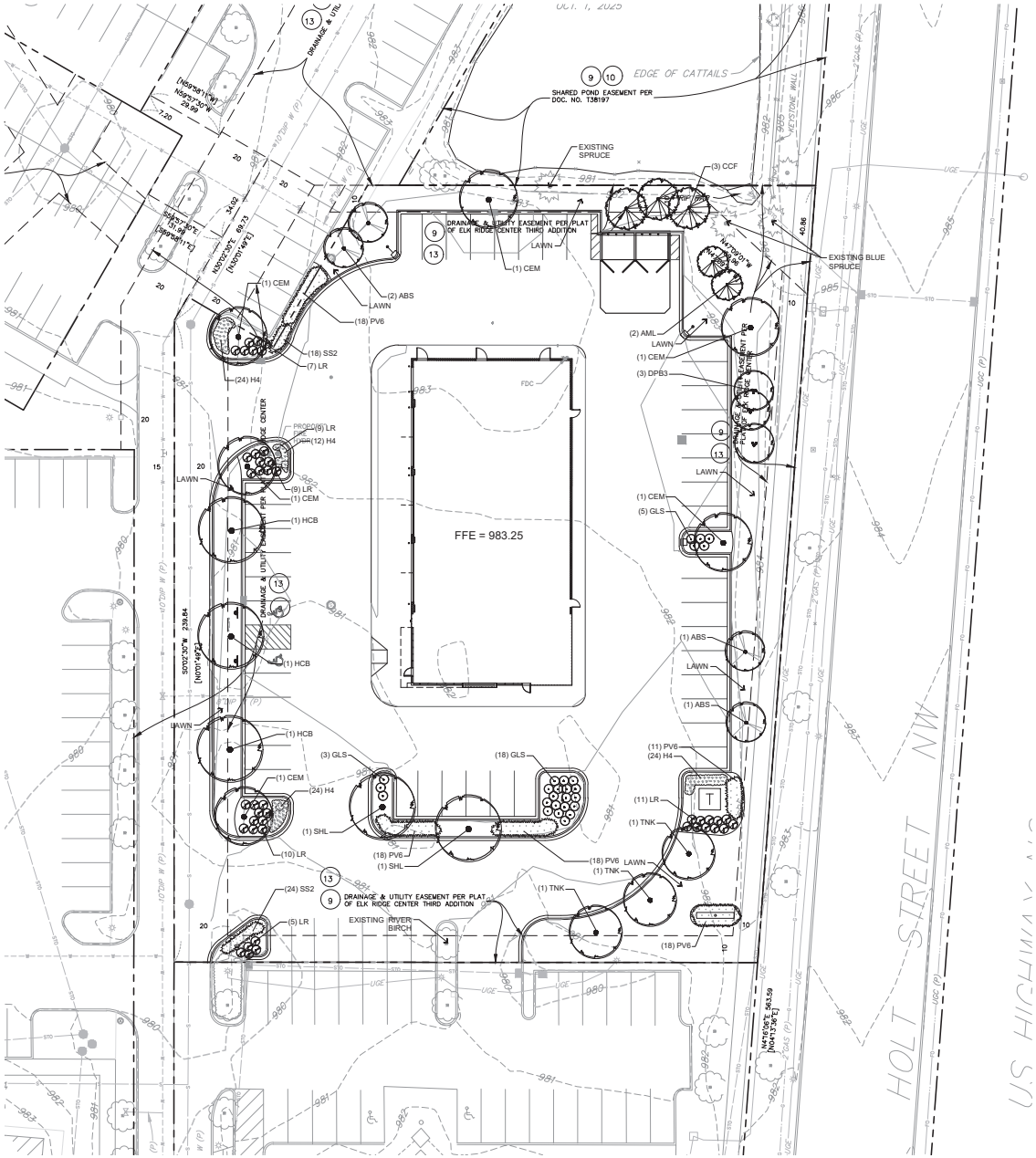
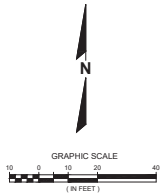
DATE: 11/24/2025
SCALE: 1" = 20'
JOB NO. 3250195
PROJECT MANAGER: ROBERT PONTO
DESIGNED BY: TJR
CHECKED BY: RTP

SHEET NUMBER
C400





PLANT SCHEDULE SITE

CODE	QTY	COMMON NAME	BOTANICAL NAME	INSTALLED SIZE	ROOT	SPACING
DECIDUOUS CONIFER						
AML	2	American Larch	Larix laricina	6' HT	B&B	Spacing as shown
EVERGREEN TREES						
CCF	3	White Fir	Abies concolor	6' HT	B&B	Spacing as shown
SHADE TREES						
CEM	6	Celebration Maple	Acer x freemanii 'Celbam'	2" CAL	B&B	Spacing as shown
HCB	3	Common Hackberry	Celtis occidentalis	2" CAL	B&B	Spacing as shown
SHL	2	Shademaster Locust	Gleditsia triacanthos inermis 'Shademaster'	2" CAL	B&B	Spacing as shown
TNK	3	True North Kentucky Coffeetree	Gymnocladus dioica 'True North'	2" CAL	B&B	Spacing as shown
ORNAMENTAL TREES						
ABS	4	Autumn Brilliance Serviceberry	Amelanchier x grandiflora 'Autumn Brilliance'	2" CAL	B&B	Spacing as shown
DPB3	3	Dakota Pinnacle Asian White Birch	Betula platyphylla 'Fargo'	8-10' HT, CL.	B&B	Spacing as shown
DECIDUOUS SHRUBS						
LR	42	Kodiak® Orange Diervilla	Diervilla x 'G2X88544'	15" HT	CONT	Spacing as shown
GLS	26	Gro-Low Fragrant Sumac	Rhus aromatica 'Gro-Low'	15" HT	CONT	Spacing as shown
ORNAMENTAL GRASSES						
PV6	83	Apache Rose Switch Grass	Panicum virgatum 'Apache Rose'	1 GAL	CONT	30" Spacing
SS2	42	The Blues Little Bluestem	Schizachyrium scoparium 'The Blues'	1 GAL	CONT	18" Spacing
PERENNIALS						
H4	84	Happy Returns Daylily	Hemerocallis x 'Happy Returns'	1 GAL	POT	18" Spacing

LANDSCAPE REQUIREMENTS Section 30-934

Sec. 30-934 (b) (3): *MINIMUM REQUIREMENTS.* ALL OPEN AREAS OF A LOT WHICH ARE NOT USED AND IMPROVED FOR REQUIRED PARKING AREAS, DRIVES, OR STORAGE, SHALL BE LANDSCAPED WITH A COMBINATION OF OVERSTORY TREES, ORNAMENTAL TREES, CONIFEROUS TREES, SHRUBS, FLOWERS, AND TURF OR GROUND COVER MATERIALS. THE NUMBER OF TREES ON THE LOT, TRACT, OR PARCEL SHALL NOT BE LESS THAN THREE PLUS THE PERIMETER OF THE DESCRIBED AREA AS MEASURED IN FEET DIVIDED BY 40. LOT PERIMETER = 1,033/40= 26+3 = 29 TREES REQUIRED

POROVIDED:
(14) OVERSTORY/SHADE TREES
(7) ORNAMENTAL AND (1) EXISTING ORNAMENTAL TREE
(5) CONIFEROUS/EVERGREEN TREES AND (3) EXISTING CONIFEROUS TREES.

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SITE LANDSCAPE PLAN

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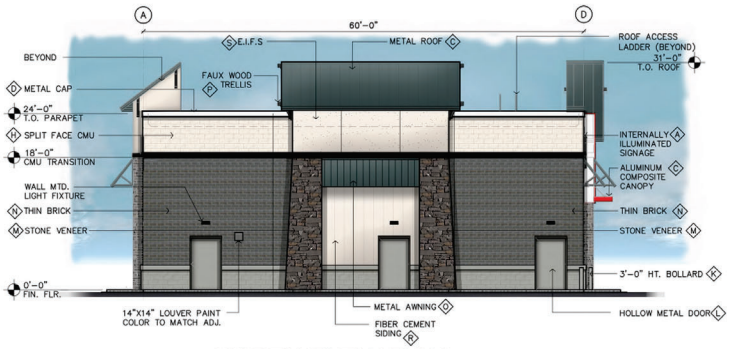
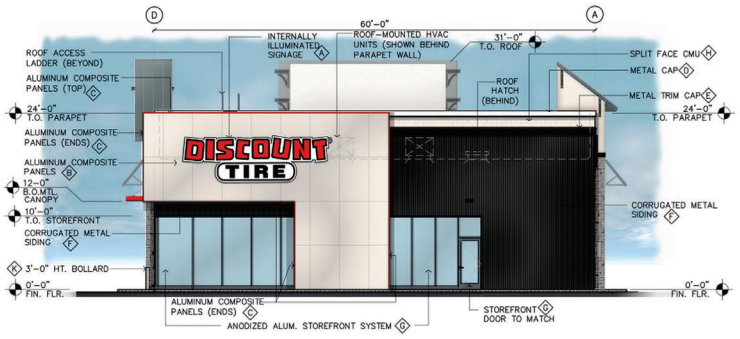
DATE: 11/24/2025
SCALE: 1" = 20'
JOB NO. 3250195
PROJECT MANAGER: ROBERT PONTO
DESIGNED BY: REW
CHECKED BY: REW

SHEET NUMBER
L100



NORTH ELEVATION

SCALE: 1/8" = 1'-0"

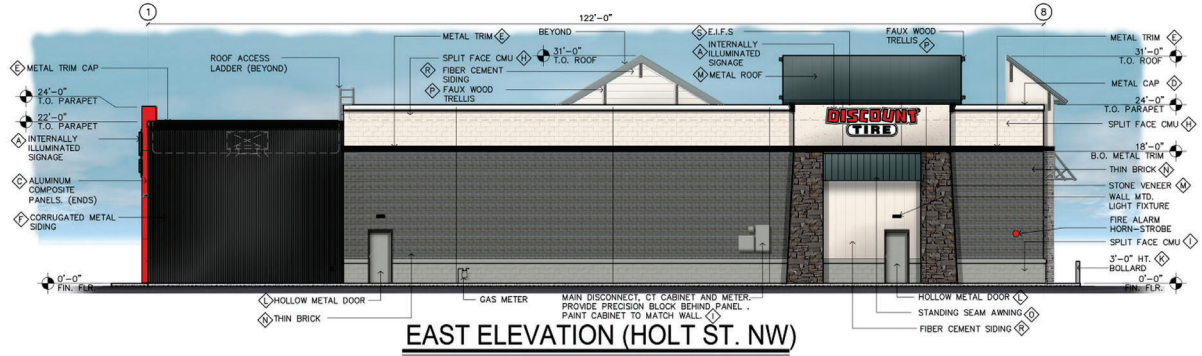


SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

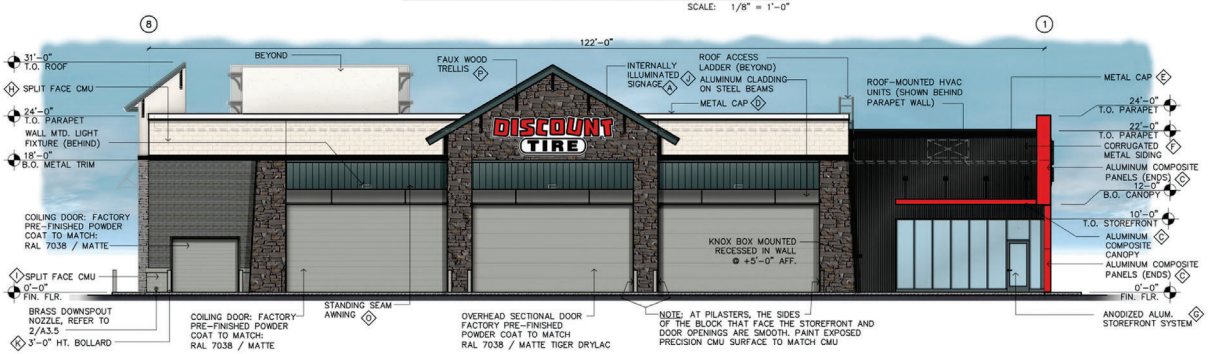
FINISH LEGEND

- (A) 3-DIMENSIONAL INTERNALLY ILLUMINATED SIGNAGE (UNDER SEPARATE PERMIT)
- (B) PRE-FINISHED ALUMINUM COMPOSITE PANELS BY ALUCOBOND PLUS. COLOR: "MATTE BONE WHITE"
- (C) PRE-FINISHED ALUMINUM COMPOSITE PANELS/CANOPY BY APOLOC: COLOR: TRC RED (4 MM)
- (D) METAL TRIM CAP – 8" ATAS INTERNATIONAL, COLOR: MATCH SW 7104 COTTON WHITE.
- (E) METAL TRIM CAP – 8" ATAS INTERNATIONAL, COLOR: BLACK
- (F) CORRUGATED METAL SIDING (0.40): ATAS INTERNATIONAL, COLOR: BLACK
- (G) ANODIZED ALUMINUM STOREFRONT SYSTEM – CLEAR ANODIZED – SERIES 451T BY KAWNEER
- (H) INTEGRAL COLOR SPLIT FACE CMU TO MATCH COLOR: SW 7104 "COTTON WHITE"
- (I) INTEGRAL COLOR SPLIT FACE CMU TO MATCH COLOR: SW 7650 "ELLIE GRAY"
- (J) ACM ON STEEL LINTEL – COLOR TO MATCH RAL 7038/MATTE DRYLAC, BY: TIGER
- (K) STEEL BOLLARDS – POWDER COAT COLOR TO MATCH RAL 7038/MATTE DRYLAC, BY: TIGER
- (L) HOLLOW METAL DOORS – PAINTED SHERWIN WILLIAMS SW 7650 "ELLIE GRAY"
- (M) STONE VENEER BY EL DORADO PRODUCTS, CLIFFSTONE, COLOR: "BANFF SPRINGS"
- (N) BRICK VENEER – FACE BRICK BY GLEN-GERY, EBONITE VELOUR MODULAR, 2-1/4" X 7-5/8"
- (O) METAL ROOF / AWNING – ATAS INTERNATIONAL, NATURAL METAL STANDING SEAM PANELS WITH SEAMS AT 14-3/8". COLOR: "WOODLAND"
- (P) FAUX WOOD TRELLIS / OUTRIGGERS – FAUX WOOD BEAMS, INC PAINT SW 6258 "TRICORN BLACK"
- (R) FIBER CEMENT SIDING – HARDIEPLANK LAP SIDING, JAMES HARDIE SELECT CEDARMILL, COLOR: SW 7104 "COTTON WHITE" FINISH: GLOSS
- (S) E.I.F.S TO MATCH SW 7104 "COTTON WHITE".



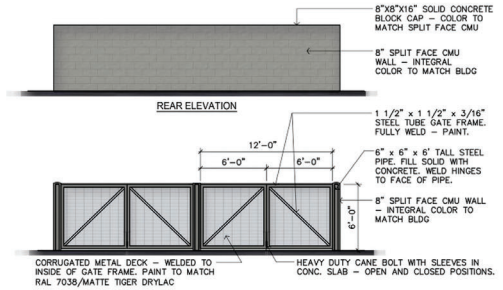
EAST ELEVATION (HOLT ST. NW)

SCALE: 1/8" = 1'-0"



WEST ELEVATION

SCALE: 1/8" = 1'-0"



TRASH ENCLOSURE PLAN / ELEVATIONS

SCALE: 3/16" = 1'-0"

REV:

DATE: 11.20.2025

JOB # A.2509039

ALT - 1R

DISCOUNT TIRE

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CONCEPTUAL COLOR ELEVATIONS

N of 19512 HOLT ST. NW
ELK RIVER, MN 55330

PLUMP ENGINEERING INC.
CONSULTING ENGINEERS
STRUCTURAL, MECHANICAL, PLUMBING, ELECTRICAL, CIVIL, SURVEYING, ARCHITECTURAL
914 E. KATELLA AVENUE, ANAHEIM, CA 92805
P (714) 385-1835 F(714) 385-1834
www.plumpgroup.com

Sheet No.

A.3

~~Strikethroughs~~ to be removed
Underlines to be added

Ordinance 26-03

An Ordinance Amending Chapter, 30, Division 9, Other Nonoverlay Districts, of the City of Elk River, Minnesota, City Code

The City Council of the City of Elk River does hereby ordain as follows:

SECTION 1. That **Chapter 30, Division 9**, **Subdivision III. Approved Planned Unit Development Districts** of the City of Elk River Code of Ordinances shall be amended to add the following Section:

Section 30-1606. – Elk Ridge Center PUD

(a) Legal Description. The following described property located within the City of Elk River, Sherburne County, Minnesota is hereby zoned PUD, Planned Unit Development:
Lot 1, Block 1, ELK RIDGE CENTER, Sherburne County, Minnesota

Lot 2, Block 1, ELK RIDGE CENTER SECOND ADDITION, Sherburne County, Minnesota

Lot 1, Block 1, and Outlots A, B, and C, ELK RIDGE CENTER THIRD ADDITION, Sherburne County, Minnesota

Lot 1, Block 1, ELK RIDGE CENTER FOURTH ADDITION, Sherburne County, Minnesota

Lot 1, Block 1, ELK RIDGE CENTER FIFTH ADDITION, Sherburne County, Minnesota

Lot 1, Block 1, and Outlot A, ELK RIDGE CENTER SIXTH ADDITION, Sherburne County, Minnesota

(b) PUD Development Standards. The property shall be subject to the following standards.
(1) Uses
a. Permitted Uses
1. Governmental, business, and professional offices.
2. Retail shops and stores
3. Personal service establishments
4. Financial institutions

5. Non-profit clubs, lodges, or halls
6. Veterinary clinics
7. Garden centers
8. Licensed daycare facilities

b. Conditional Uses
   a. Amusement and recreation uses
   b. Hotels and motels
   c. Educational uses
   d. Class I restaurants
   e. On-sale liquor establishments
   f. Zero lot line development
   g. Motor Vehicle Specialty Service Stations

(2) Design Standards
   a. Additional design standards, including but not limited to, lot size, setbacks, building height, materials, etc. shall be consistent with the Elk Ridge Center Development Standards, last revised on June 22, 2004.

(3) Any standard not specifically described within this section shall remain consistent with similar zoning districts within the City of Elk River Code of Ordinances.

(c) Development Plans. The PUD shall be developed in accordance with the following plans, as amended from time to time, on file at city hall.
Plan A – Elk Ridge Center Development Standards, last revised on June 22, 2004.

SECTION 2. That this ordinance shall take effect upon adoption and be published as provided by law.

Passed and adopted by the City Council of the City of Elk River this 20th day of January, 2026.

_____
John J. Dietz, Mayor

ATTEST:

_____
Jolene Richter, Deputy City Clerk

ELK RIDGE CENTER SEVENTH ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That 7040 Lakeland Partners, LLC, a Minnesota limited liability company, owner of the following described property situated in the City of Elk River, County of Sherburne, State of Minnesota;

Outlot A, ELK RIDGE CENTER SIXTH ADDITION, Sherburne County, Minnesota.

Has caused the same to be surveyed and platted as ELK RIDGE CENTER SEVENTH ADDITION.

In witness whereof said 7040 Lakeland Partners, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20__.

Signed: 7040 Lakeland Partners, LLC

By: _____ Its _____

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20__, by _____, its _____ of 7040 Lakeland Partners, LLC, a Minnesota limited liability company, on behalf of the company.

_____ (Signature)
_____ (Printed Name)
Notary Public, _____ County, Minnesota
My Commission Expires: _____

I, Arlee J. Carlson, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20__.

_____
Arlee J. Carlson, Land Surveyor
Minnesota License No. 44900

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20__ by Arlee J. Carlson, Land Surveyor, Minnesota License No. 44900.

_____ (Signature)
_____ (Printed Name)
Notary Public, _____ County, Minnesota
My Commission Expires: _____

CITY COUNCIL, CITY OF ELK RIVER, MINNESOTA

Approved and accepted by the City Council of Elk River, Minnesota, this _____ day of _____, 20__, and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 505.03, Subd. 2.

_____ Mayor

_____ Clerk

COUNTY SURVEYOR, COUNTY OF SHERBURNE, STATE OF MINNESOTA

Pursuant to Sherburne County Ordinance Number 006, I hereby certify that this plat has been checked and approved as to compliance with Chapter 505, Minnesota Statutes this _____ day of _____, 20__.

_____
Sherburne County Surveyor

COUNTY AUDITOR/TREASURER, SHERBURNE COUNTY, MINNESOTA

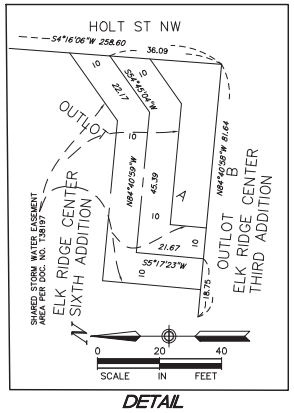
I hereby certify taxed payable in the year 20__ on lands herein described are paid in full, and there are no delinquent taxes, and that transfer was entered this _____ day of _____, 20__.

_____
Sherburne County Auditor/Treasurer

REGISTRAR OF TITLES, SHERBURNE COUNTY, MINNESOTA

I hereby certify that this instrument was recorded in the Office of the County Registrar of Titles for record on this _____ day of _____, 20__, at ____ o'clock __.M. as Document No._____.

_____
Sherburne County Registrar of Titles



DETAIL

PRELIMINARY
SUBJECT TO REVISION

VICINITY MAP
NOT TO SCALE

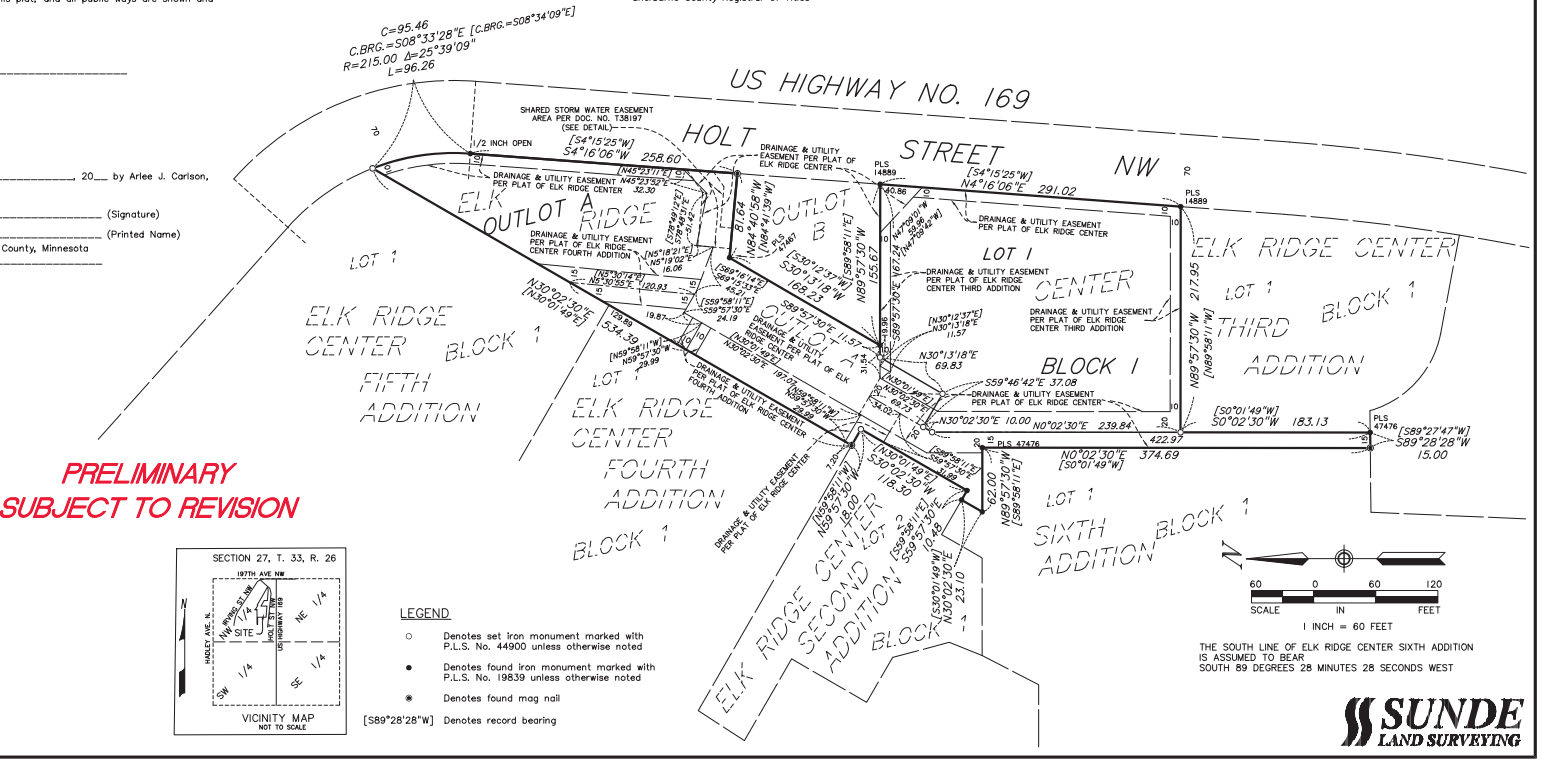
LEGEND

○ Denotes set iron monument marked with P.L.S. No. 44900 unless otherwise noted

● Denotes found iron monument marked with P.L.S. No. 19839 unless otherwise noted

◉ Denotes found mag nail

[S89°28'28"W] Denotes record bearing



THE SOUTH LINE OF ELK RIDGE CENTER SIXTH ADDITION IS ASSUMED TO BEAR SOUTH 89 DEGREES 28 MINUTES 28 SECONDS WEST

SUNDE LAND SURVEYING

City of Elk River
City Council

Resolution 26-06

A Resolution of the City Council of the City of Elk River Granting Plat Approval for Elk Ridge Center Seventh Addition

WHEREAS, application has been made for plat approval, pursuant to Section 30-391 of the Elk River City Code of Ordinances of the property legally described on attached Exhibit A and hereinafter referred to as "the Property"; and

WHEREAS, the proposed plat complies with each of the conditions set forth by the City Council in its approval of the plat of the Property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows**:**

A. The proposed subdivision is consistent with Chapter 30 of the City Code of Ordinances and conforms with all its requirements.

B. The proposed subdivision is consistent with all applicable general and specialized city, county, and regional plans including, but not limited to, the city's Comprehensive Plan.

C. The physical characteristics of the site, including, but not limited to, topography, soils, vegetation, susceptibility to erosion and siltation, susceptibility to flooding, and drainage are suitable for the type and density of development and uses contemplated.

D. The proposed subdivision makes adequate provision for water supply, storm drainage, sewage transportation, erosion control and all other services, facilities and improvements otherwise required herein.

E. The proposed subdivision will not cause substantial environmental damage.

F. The proposed subdivision will not conflict with easements of record or with easements established by judgment of a court.

G. The proposed subdivision will not have an undue or adverse impact on the reasonable development of neighboring land.

1. Plat approval is hereby granted for the Property.

2. The officers of the City are hereby authorized, once the conditions set forth in Exhibit B are met and complied with, to sign the final plat for the Property and to issue a certified copy of this Resolution giving final approval of the plat.

3. The owner of the Property is authorized to record the final plat as required by law and shall file proof of said recording with the City. No building permits will be issued for the Property until the final plat is recorded.

4. This final plat approval shall expire two years from the date of this resolution if the final plat is not recorded within that time.

Passed and adopted this 20th day of January 2026.

_____

John J. Dietz, Mayor

ATTEST:

_____

Jolene Richter, Deputy City Clerk

EXHIBIT A
LEGAL DESCRIPTION

Outlot A, ELK RIDGE CENTER SIXTH ADDITION, Sherburne County, Minnesota

EXHIBIT B
CONDITIONS OF APPROVAL

1. Park dedication shall be paid at 8% of the county assessed value of the property being platted.

CITY OF ELK RIVER
SHERBURNE COUNTY

CONDITIONAL USE PERMIT
Case No. CU 25-15

Permit. Subject to the terms and conditions set forth herein, the City of Elk River hereby grants a Conditional Use Permit ("Permit") requested by **Steven McCleary** for the following use:

Conditional Use Permit to allow a Motor Vehicle Specialty Service Station at PID 75-00899-0010

Property. The Permit is for the following described property ("Subject Property") in the City of Elk River, Sherburne County, Minnesota:

Lot 1, Block 1, ELK RIDGE CENTER SEVENTH ADDITION, Sherburne County, Minnesota

Owner. Owner of the Subject Property at time of the approval of the Permit:

Hempel Properties, owner

Conditions. The Permit is issued subject to the following conditions:

1. **1. City Council approval of the associated ordinance amendment (OA 25-10) and plat (P 25-26).**
2. **Staff approval of all site, engineering, landscaping, and utility plans.**
3. **The use of hazardous materials such as lubricants, oils, chemicals, and solvents must be handled in accordance with state standards.**
4. **The outdoor storage of tires, new deliveries or used, is prohibited. All tires must be stored within the building and not visible from the exterior.**
5. **All four sides of the building must meet the PUD design standards.**

6. **The shared parking with the property to the south must be maintained and access between lots shall not be impeded.**
7. **The applicant must provide evidence of easements which provide access between the lot and a public street.**

Termination of Permit. The Permit shall remain in effect only for so long as the conditions set for the herein are complied with. The City may revoke the Permit following a public hearing for violation of the terms and/or conditions set forth in the Permit.

Lapse. If within two (2) years of the issuance of the Permit the proposed work described in a conditional use permit has not been substantially completed, the permit shall expire and become void, except that the council may, following recommendation of the planning commission, extend the permit for an additional period determined by the council on the receipt of a request for a permit extension prior to its expiration. A conditional use permit authorizes only the use specified in the permit and shall expire if, for any reason, the authorized use ceases for more than six (6) months.

Criminal Penalty. Both the owner and any occupant of the Subject Property are responsible for compliance with the permit. Violation of the terms of the Permit is a criminal misdemeanor.

Recording. The Permit shall be recorded against the title to Subject Property.

Dated: January 20, 2026

CITY OF ELK RIVER

By: _____
Mayor John J. Dietz

By: _____
Deputy City Clerk Jolene Richter

STATE OF MINNESOTA)
) ss.
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this 20 day of January, 2026, by John J. Dietz and Jolene Richter, respectively, the Mayor and Deputy City Clerk of the City of Elk River, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by the City Council.

_____
Notary Public

DRAFTED BY:
City of Elk River
13065 Orono Parkway NW
Elk River, MN 55330
Phone: 763-635-1032

Request for Action

To
City Council

Item Number
10.1

Meeting Date
January 20, 2026

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

Item Description
Northbound Liquor Store Design Update

Reviewed by
Cal Portner
Cal Portner
Jolene Richter

Action Requested
Staff and LSE Architects will present design concepts and budget considerations for the new construction of Northbound Liquor.

Background/Discussion
The design team has developed store concepts for the council to consider based on the discontinuation of Cannabound.

Option A: Maintain the existing site plan and convert Cannabound into an unfinished addition to Northbound.
Option B: Re-design the site plan for Northbound Liquor only with the front entrance oriented on the west side.
Option C: Re-design the site plan to orient the front entrance to Northbound on the west side and convert Cannabound into an unfinished addition on the south side.

Financial Impact
Cost estimate scenarios will be discussed during the meeting.

Mission/Policy/Goal
Meet changing needs - agile.

Attachments
None

Request for Action

To
City Council

Item Number
10.2

Meeting Date
January 20, 2026

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Review Racin' Repair CUP

Reviewed by
Zack Carlton
Cal Portner
Jolene Richter

Action Requested
Direct staff on the next step for the Racin' Repair CUP, whether to grant additional time, require the applicant to reapply for an amended CUP, or proceed with a public hearing to revoke the existing CUP.

Background/Discussion
Jason Ryan, owner of Racin' Repair, received a Conditional Use Permit (CUP) on March 16, 2020, to operate a home-based auto repair business. He is requesting additional time to complete the requirements and finalize the CUP. Mr. Ryan has continued to operate his business for nearly six years without a recorded CUP.

Staff have had a great deal of communication with Mr. Ryan over the years in working with him towards compliance with his CUP requirements. The attached email string from November 26, 2025, through January 12, 2026, outlines a summary of what has occurred since building permit plans were submitted in late October 2023.
Staff are seeking directions from the council on what the applicant should do next.

1. Establish a date on which he needs to satisfy all CUP conditions?
2. Should the applicant apply for an amendment to his CUP, essentially start over, where the Planning Commission and City Council can re-review the current status?
3. Proceed with a public hearing to revoke the existing CUP.

Financial Impact
None

Mission/Policy/Goal
Ethical, efficient, and responsible.

Attachments
1. Email String
2. Hannay Letter

From:	jason ryan
To:	Justin Bakken; Chris Leeseberg; Mark Pistulka; "projectmanager@extramileconstruction.com"
Cc:	Katie Porath
Subject:	Re: Final inspection
Date:	Monday, January 12, 2026 12:14:46 PM
Attachments:	hannay.pdf

Here is the information from Hannay Electric.

From: Justin Bakken <justin@xtramileconstruction.com>
Sent: Monday, January 12, 2026 11:32 AM
To: jason ryan <racinrepair@live.com>; Chris Leeseberg <CLeeseberg@ElkRiverMN.gov>; Mark Pistulka <MPistulka@ElkRiverMN.gov>; 'projectmanager@extramileconstruction.com' <projectmanager@extramileconstruction.com>
Cc: Katie Porath <kporath@ElkRiverMN.gov>
Subject: Re: Final inspection

Chris, Mark, and Jason,

Thank you for the continued coordination regarding the Conditional Use Permit and final compliance items for 14115 Ranch Rd NW. I would like to summarize the permit history and outline the remaining scope and anticipated timeline.

Permit & Plan Review History

Since fall of 2023, we have worked with the City to respond to plan review comments and resubmittal requests. Key milestones include:

- **October 15, 2023** – Initial plan sets submitted, including general, plumbing, mechanical, and electrical plans.
- **October 26 & December 6, 2023** – City plan review reports issued requiring resubmittals.
- **December 5, 2023** – Code Summary and engineered plans submitted.
- **April 10, 2024** – Architect-sealed drawings and framing schedules submitted.
- **May 23, 2024** – Additional City review issued requiring further resubmittals.
- **June 24, 2024** – Professionally stamped plans submitted by a licensed engineer.

February 18, 2025 – Permit approved with comments.

- **April 18, 2025** – Final approved plans issued and Building Permit **CB23-000077** granted.

Current Status

Xtra Mile Construction has an active building permit, and Hannay Electric has pulled the required electrical permit. The remaining work includes:

- Removal of existing wiring and service
- Installation of a new commercial-code-compliant electrical service
- Underground power installation from the ditch

Per the electrical contractor, this work cannot be completed while the ground is frozen. Interior electrical work will proceed once new power is established.

Anticipated Timeline

Based on contractor coordination:

- **Early Spring (weather permitting):** Underground power installation
- **Electrical work:** Approximately 2 weeks
- **Interior wall installation:** Approximately 1 week following electrical
- **HVAC service completion:** Approximately 2 weeks
- **Final inspections:** Upon completion of remaining work

Please let me know if additional documentation or clarification would be helpful for City Council's consideration.

Thank you for your time and continued coordination.

Sincerely

Justin Bakken
Account Executive

(763) 222-6300

Justin@xtramileconstruction.com

https://xtramileconstruction.com/contractor-elk-river-mn

From: jason ryan <racinrepair@live.com>
Sent: Wednesday, January 7, 2026 9:06 AM
To: Chris Leeseberg <CLeeseberg@ElkRiverMN.gov>; Mark Pistulka <MPistulka@ElkRiverMN.gov>; Justin Bakken <justin@xtramileconstruction.com>; 'projectmanager@extramileconstruction.com' <projectmanager@extramileconstruction.com>
Cc: Katie Porath <kporath@ElkRiverMN.gov>
Subject: Re: Final inspection

Chris,

Thank you for the update, I will get some no formation from our General Contractor and Electrician and submit those documents etc by January 12th.

Get Outlook for iOS

From: Chris Leeseberg <CLeeseberg@ElkRiverMN.gov>
Sent: Wednesday, January 7, 2026 8:16:50 AM
To: jason ryan <racinrepair@live.com>; Mark Pistulka <MPistulka@ElkRiverMN.gov>; 'Justin Bakken' <justin@xtramileconstruction.com>; 'projectmanager@extramileconstruction.com' <projectmanager@extramileconstruction.com>
Cc: Katie Porath <kporath@ElkRiverMN.gov>
Subject: RE: Final inspection

Hi Jason,

We have discussed your request for additional time and determined that the City Council must decide whether an extension may be granted to complete the conditions of your Conditional Use Permit (CUP).

Your request will be placed on the work session agenda for the January 20, 2026, City Council meeting. At that meeting, the Council will consider whether to grant additional time, require you to reapply for an amended CUP, or proceed with a public hearing to revoke the existing CUP.

If you would like to submit any materials or information for the Council's consideration, please provide them to me by January 12, 2026.

Please let me know if you have any questions.

Thank you

Chris Leeseberg

City of Elk River – Senior Planner
13065 Orono Parkway, Elk River, MN 55330
763.635.1033 ElkRiverMN.gov

From: jason ryan <racinrepair@live.com>
Sent: Monday, December 22, 2025 3:07 PM
To: Chris Leeseberg <CLeeseberg@ElkRiverMN.gov>; Mark Pistulka <MPistulka@ElkRiverMN.gov>; 'Justin Bakken' <justin@xtramileconstruction.com>; 'projectmanager@extramileconstruction.com' <projectmanager@extramileconstruction.com>
Subject: Re: Final inspection

Chris,

XtraMile construction has pulled general building permits, Hannay Electric has pulled the electrical permit as well. Unfortunately, we cannot do anything with the electrical until spring as new power needs to be brought into the building. We have been making progress. The bulk of the time taken was solely due to finding an architect to provide drawings as requested by your department. I know you are fully aware of that challenge and the inability for any firm wanting to take on that project. So, I respectfully ask that you give us time to complete the items as we are at the mercy of the contractors and when they're able to perform their work. If you have any questions on the timeline for electrical Hannay Electric can be contacted at +1 (612) 325-2455 .

Thank you,
Jason Ryan

Get Outlook for iOS

From: Chris Leeseberg <CLeeseberg@ElkRiverMN.gov>
Sent: Tuesday, December 2, 2025 10:08:30 AM
To: Mark Pistulka <MPistulka@ElkRiverMN.gov>; 'Justin Bakken' <justin@xtramileconstruction.com>; 'projectmanager@extramileconstruction.com' <projectmanager@extramileconstruction.com>; jason ryan <racinrepair@live.com>
Subject: RE: Final inspection

Jason,

We need this CUP to be finalized as it is pushing six years, four years longer than is allowed by city code. Please have everything taken care of by January 9th, 2026, as we have scheduled an agenda item for the January 20, 2026, City Council meeting to seek direction regarding the potential revocation of your CUP should the property not be brought into compliance by the deadline.

Thank you

Chris Leeseberg

City of Elk River – Senior Planner
13065 Orono Parkway, Elk River, MN 55330
763.635.1033 ElkRiverMN.gov

From: Mark Pistulka <MPistulka@ElkRiverMN.gov>
Sent: Wednesday, November 26, 2025 2:05 PM
To: 'Justin Bakken' <justin@xtramileconstruction.com>; 'projectmanager@extramileconstruction.com' <projectmanager@extramileconstruction.com>
Cc: Chris Leeseberg <CLeeseberg@ElkRiverMN.gov>
Subject: Final inspection

Good afternoon Justin and Ryan,
Just following up on the final inspection needed to close out the building permit and the complete the final approval of the CUP. If you could please call 763-635-1060 to schedule the final inspection that would be great.
One item to note: code requires a couple of 10# fire extinguishers to be mounted on the wall —typically one near the exit door and another in the area where it's most likely to be needed based on the work being performed.
Please let me know if you have any questions.
Thanks,

Mark Pistulka
City of Elk River – Building Official
13065 Orono Parkway, Elk River, MN 55330
763.635.1066 ElkRiverMN.gov

HANNAY ELECTRIC LLC.

PO BOX 424
ELK RIVER, MN 55330
612.325.BILL (2455)

TO WHOM IT MAY CONCERN:

IN REGARDS TO THE PROPERTY AT 14115 RANCH ROAD;
IN ORDER TO WIRE THE BUILDING TO COMMERCIAL CODE WE WILL NEED TO DEMO MOST OF THE EXISTING WIRING INCLUDING THE SERVICE. CONNEXUS WILL NEED TO BRING IN POWER UNDERGROUND FROM THE DITCH, WHICH IS CURRENTLY FROZEN. ALL WORK INSIDE THE BUILDING WILL NEED TO CEASE AS WE NEED TO INSTALL A NEW SERVICE AND PIPING TO FEED EQUIPMENT, LIGHTING AND HVAC EQUIPMENT. WE NEED ACCESS TO THE FLOOR TO SET LADDERS AND TO THE WALL AREAS. THE WORK WILL TAKE APPROXIMATELY 2 WEEKS WITH AN EMPTY BUILDING.

PLEASE CONTACT ME WITH ANY QUESTIONS

SINCERELY,

WILLIAM HANNAY
HANNAY ELECTRIC LLC
EA006496
BILL@HANNAYELECTRIC.COM
612.325.2455

Request for Action

To
City Council

Item Number
10.3

Meeting Date
January 20, 2026

Prepared By
Cal Portner, City Administrator

Item Description
Streetlight and Signal Light Utility

Reviewed by
Lori Stich
Justin Femrite
Cal Portner
Jolene Richter

Action Requested
Discuss and provide staff direction.

Background/Discussion
During the 2026 city budget discussion, the City Council and the Elk River Municipal Utilities Commission each discussed the rate for the ERMU Payment In Lieu of Taxes (PILOT). ERMU, by policy, annually pays a PILOT of 4% of its Elk River-based revenue. ERMU also provides donated labor and covers the cost of electricity for streetlights and signal lights. The street and signal light electricity costs are estimated to be approximately $250,000 annually.

The ERMU Commission agreed to increase the PILOT to 5% and to bill the city for the cost of the lighting electricity. ERMU would continue to own and maintain the lighting assets.

Because street and signal lighting, like city streets, benefit all properties within the community, state law provides for a utility fee to pay those costs. Using the PILOT or general taxes moves the cost burden solely to property taxpayers. Implementing a utility fee would continue funding the cost of street and signal lighting by utility customers, with the added transparency of the actual fee identified on each utility bill.

Financial Impact
Implementing a streetlight and Signal Light Utility maintains the equitable impact of costs as previously managed by Elk River Municipal Utilities.

Mission/Policy/Goal
Elk River Mission: Responsible for every dollar — good stewards.

Attachments
1. Street Light Utility MN Stat 429.101
2. Streetlight Utility Ordiance Big Lake
3. Street Light Utility Champlin ARTICLE VI

429.101 UNPAID SPECIAL CHARGES MAY BE SPECIAL ASSESSMENTS.

Subdivision 1. **Ordinances.** (a) In addition to any other method authorized by law or charter, the governing body of any municipality may provide for the collection of unpaid special charges as a special assessment against the property benefited for all or any part of the cost of:

(1) snow, ice, or rubbish removal from sidewalks;

(2) weed elimination from streets or private property;

(3) removal or elimination of public health or safety hazards from private property, excluding any structure included under the provisions of sections 463.15 to 463.26;

(4) installation or repair of water service lines, street sprinkling or other dust treatment of streets;

(5) the trimming and care of trees and the removal of unsound trees from any street;

(6) the treatment and removal of insect infested or diseased trees on private property, the repair of sidewalks and alleys;

(7) the operation of a street lighting system;

(8) the operation and maintenance of a fire protection or a pedestrian skyway system;

(9) inspections relating to a municipal housing maintenance code violation;

(10) the recovery of any disbursements under section 504B.445, subdivision 4, clause (5), including disbursements for payment of utility bills and other services, even if provided by a third party, necessary to remedy violations as described in section 504B.445, subdivision 4, clause (2); or

(11) MS 2004 [Repealed, 2004 c 275 s 5]

(12) the recovery of delinquent vacant building registration fees under a municipal program designed to identify and register vacant buildings.

(b) The council may by ordinance adopt regulations consistent with this section to make this authority effective, including, at the option of the council, provisions for placing primary responsibility upon the property owner or occupant to do the work personally (except in the case of street sprinkling or other dust treatment, alley repair, tree trimming, care, and removal, or the operation of a street lighting system) upon notice before the work is undertaken, and for collection from the property owner or other person served of the charges when due before unpaid charges are made a special assessment.

(c) A home rule charter city, statutory city, county, or town operating an energy improvements financing program under section 216C.436 or 216C.437 has the authority granted to a municipality under paragraph (a) with respect to energy improvements financed under that section.

Subd. 2. **Procedure for assessment.** Any special assessment levied under subdivision 1 shall be payable in a single installment, or by up to ten equal annual installments as the council may provide, except that a special assessment made under an energy improvements financing program under subdivision 1, paragraph (c), may be repayable in up to 20 equal installments. With these exceptions, sections 429.061, 429.071, and 429.081 shall apply to assessments made under this section.

Subd. 3. **Issuance of obligations.** (a) After a contract for any of the work enumerated in subdivision 1 has been let, or the work commenced, the council may issue obligations to defray the expense of any such

work financed in whole or in part by special charges and assessments imposed upon benefited property under this section.

(b) Section 429.091 shall apply to such obligations with the following modifications:

(1) such obligations shall be payable not more than two years from the date of issuance;

(2) the amount of such obligations issued at one time in a municipality shall not exceed the cost of such work during the ensuing six months as estimated by the council;

(3) a separate improvement fund shall be set up for each of the enumerated services referred to in subdivision 1 and financed under this section.

(c) Proceeds of special charges as well as special assessments and taxes shall be credited to such improvement fund.

History: *1953 c 398 s 10; 1955 c 811 s 6; 1963 c 771 s 5; 1965 c 323 s 2; 1973 c 337 s 1; 1974 c 340 s 1,2; 1984 c 548 s 7; 1984 c 582 s 7; 1984 c 591 s 6; 1984 c 633 s 5; 1986 c 444; 1Sp2003 c 21 art 11 s 29; 2004 c 275 s 2; 2008 c 366 art 6 s 42; 2010 c 216 s 22; 2013 c 85 art 8 s 6; 2018 c 155 s 36*

SECTION 830: STREET LIGHT UTILITY SYSTEM

§ 830.01 Authority and Purpose.

M.S. § 429.021, as it may be amended from time to time, authorizes cities to install, replace, extend, and maintain street lights and street lighting systems and special lighting systems. The City Council has determined that, in order to promote the general health, safety, and welfare of the citizens of the city, it is in the best interest of the citizens that the city operate and maintain a city street lighting utility system and has further determined that the operation and maintenance of such utility benefits each and every property within the city. The City Council has therefore determined that it is fair, appropriate, and reasonable that the costs of such operation and maintenance be paid on a fair and reasonable basis by all of the property in the city so benefitted and the cost should be charged and collected from all such benefitted property, except for those exempted in subsection 830.03, Subd. 4.

(Ord. 2013-05, passed 12-11-2013)

§ 830.02 Street Light Utility System.

A city street lighting utility system is hereby established and continued. The utility system consists of all street lighting, whether owned by the city or otherwise, for which the city purchases and supplies electrical energy from a public utility and any additional facilities acquired or operated by the city in the future. The operation of such utility shall be under the supervision of the Public Works Director.

(Ord. 2013-05, passed 12-11-2013)

§ 830.03 Cost of System.

Subd. 1. Costs. The cost of the street lighting utility system are the administrative costs, capital costs, maintenance, and energy costs associated with the operation of the street lighting utility system.

Subd. 2. Fees. The City Council shall, by ordinance, establish a fee schedule to pay for the cost of the street lighting utility system. The City Council shall apportion the cost of the system against all developed property in the city. Residential property shall be charged based upon a per-unit charge and all other property shall be charged based upon a front foot charge.

Subd. 3. Billing. Street lighting fees shall be billed with water and sewer utility bills.

Subd. 4. Exemptions. The following land uses are exempt from any fees for street lighting costs:

1. Public street right-of-way;
2. City-owned land;
3. Railroad right-of-way;
4. Cemeteries; and
5. Undeveloped property.

(Ord. 2013-05, passed 12-11-2013)

§ 830.04 Certification of Unpaid Bills.

Any street lighting service charges in excess of 90 days past due on October 1 of any year may be certified to the county for collection with real estate taxes as a special assessment. An administrative charge of $25 shall be added to each street lighting service charge so certified. In addition, the city may bring a civil action or to take other legal remedies to collect unpaid charges.

(Ord. 2013-05, passed 12-11-2013)

§ 830.05 Street Lighting Utility Fund.

All fees and assessments received pursuant to this section shall be placed in a dedicated fund for the purpose of paying the costs of the street lighting system.

(Ord. 2013-05, passed 12-11-2013)/Housing

ARTICLE VI. STREET LIGHT UTILITY

Sec. 58-281. Statutory authority.

Minnesota Statutes Chapter 429 authorizes cities to install, replace, extend and maintain street lights and street lighting systems and special lighting systems. The city council has determined that in order to promote the general health, safety and welfare of the citizens of the city, it is in the best interest of the citizens that the city operate and maintain a city-wide street lighting system utility and has further determined that the operation and maintenance of such utility benefits each and every property within the city. The city council has therefore determined that it is fair, appropriate and reasonable that the costs of such operation and maintenance be paid on a fair and reasonable basis by all of the property in the city so benefitted and the cost should be charged and collected from all such benefitted property, except for those exempted in this chapter.

(Ord. No. 737, 5-12-2014)

Sec. 58-282. System established.

A city street lighting system is established. The system consists of all street lighting facilities, whether owned by the city or other, for which the city purchases and supplies electrical energy. A street lighting service district is hereby established. The district includes all property within the city.

(Ord. No. 737, 5-12-2014)

Sec. 58-283. Street light fund.

All service charges shall be used to defray the costs of constructing, operating, maintaining and replacing the street lighting system.

(Ord. No. 737, 5-12-2014)

Sec. 58-284. Rate structure.

Charges for the street light utility shall be set forth in chapter 22, fees.

(Ord. No. 737, 5-12-2014)

Sec. 58-285. Exemptions.

The following land uses are exempt from the street light utility fee:

- Public right-of-way
- Vacant, without improvements
- Cemeteries
- Delineated wetlands, lakes and rivers

- Land outside of the city
- Elm Creek Park Reserve
- Wildlife management areas

(Ord. No. 737, 5-12-2014)

Sec. 58-286. Payment of charges.

Any prepayment or overpayment of charges may be retained by the city and applied on subsequent monthly charges.

(Ord. No. 737, 5-12-2014)

Sec. 58-287. Penalty for late payment.

If a monthly service charge is not paid when due, then a penalty in the amount as set forth in chapter 22 shall be added thereto.

(Ord. No. 737, 5-12-2014)

Sec. 58-288. Action to collect charges.

Any amounts due for street light charges hereunder may be collected in a civil action, or the city may certify to the county auditor the amount due, together with a legal description of the premises served, and the county auditor shall thereupon enter such amount as part of the tax levy on said premises to be collected during the ensuing year. An administrative charge as set forth is chapter 22 shall be added to each street light service charge so certified.

(Ord. No. 737, 5-12-2014)

Secs. 58-289—58-299. Reserved.

Request for Action

To
City Council

Item Number
10.4

Meeting Date
January 20, 2026

Prepared By
Cal Portner, City Administrator

Item Description
Yale Street Sanitary Sewer Backup Update

Reviewed by
Justin Femrite
Cal Portner
Jolene Richter

Action Requested
Receive information and provide staff direction

Background/Discussion
On July 18, 2025, our lift station at TH169 failed, resulting in a sewage backup into eight homes along Yale Street NW. The city took responsibility for the failure and communicated with the neighborhood and our insurer, League of Minnesota Cities Insurance Trust (LMCIT).

Each of the affected homeowners has had their properties cleaned and repaired, submitted claims to LMCIT, and signed a waiver of claims. One property owner had minimal damage and did not file a claim. Three property owners had additional property insurance and, through their policies, received full replacement value for the damaged areas. Four property owners without additional insurance had their repair claims reduced by $989 to $13,255 to account for the depreciation of the current valuation of the replacement.

On August 4, 2025, the Council met with most of the homeowners or their representatives in Work Session and indicated they would consider a level of reimbursement for depreciated assets.

Financial Impact
N/A

Mission/Policy/Goal
Help not hinder citizen quality of life

Attachments
None

Request for Action

To
City Council

Item Number
10.5

Meeting Date
January 20, 2026

Prepared By
Ryan Sandhoefner, Engineering Project Manager

Item Description
Discuss Downtown Reconstruction Project - Parking Lots

Reviewed by
Justin Femrite
Cal Portner
Jolene Richter

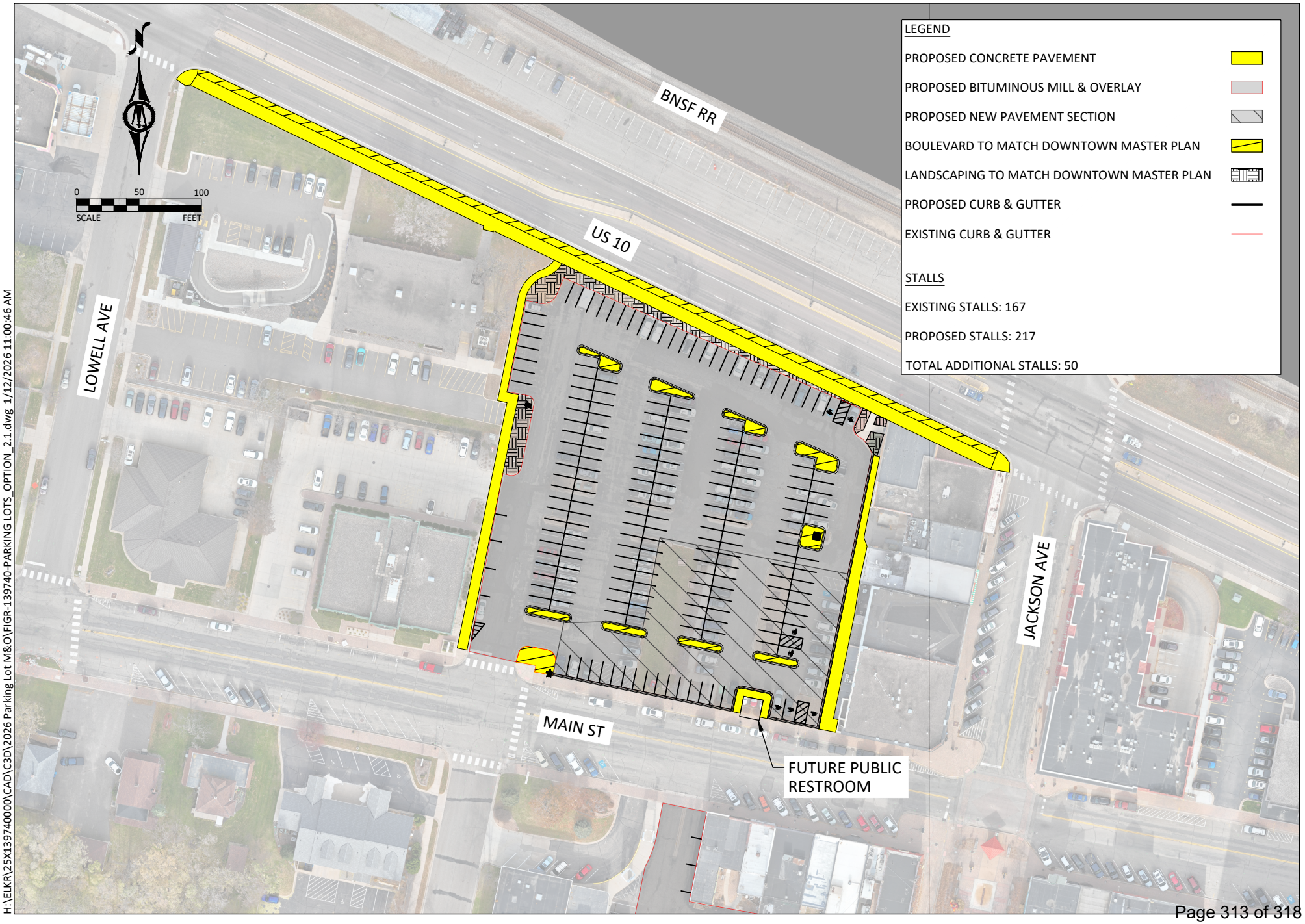
Action Requested
Discuss preliminary renderings of the parking lot layouts for stage one of the Downtown Reconstruction Project.

Background/Discussion
Stage one of the work focuses on the parking lots shown in the attached figures, and is slated for construction in 2026. The primary goal of this work is to restore pavements and maximize parking before the more extensive work on Main Street and Jackson Avenue, planned for 2027. This discussion is intended to guide design development and coordination between project phases to ensure continuity of the downtown area.

Financial Impact
N/A

Mission/Policy/Goal
Support the growth and development of the community.

Attachments
1. King Avenue Parking Lot Figure
2. Southern Lot Figure
3. Parking Lot Cost Estimate



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ENGINEER'S ESTIMATE

DOWNTOWN STREETS & PARKING RECONSTRUCTION
PARKING LOTS COST ESTIMATE W/ ALT. 3
CITY OF ELK RIVER, MN

BOLTON & MENK
Real People. Real Solutions.

Date: 1/5/2026

Item No.	Item	Notes	Unit	Unit Price	Quantity	Cost
BASE BID						
1	MOBILIZATION		LUMP SUM	$54,000.00	1	$54,000.00
2	REMOVE BITUMINOUS PAVEMENT		SQ YD	$8.00	1600	$12,800.00
3	REMOVE CONCRETE CURB & GUTTER		LIN FT	$6.00	1280	$7,680.00
4	REMOVE CONCRETE		SQ YD	$5.00	600	$3,000.00
5	REMOVE PAVERS		SQ FT	$2.50	8560	$21,400.00
6	REMOVE STORM STRUCTURE		EACH	$400.00	2	$800.00
7	REMOVE STORM PIPE		LIN FT	$15.00	50	$750.00
8	BITUMINOUS PATCH SPECIAL		SQ YD	$32.00	2740	$87,680.00
9	MILL BITUMINOUS SURFACE		SQ YD	$1.50	9620	$14,430.00
10	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)		TON	$100.00	1020	$102,000.00
11	ADJUST CASTING		EACH	$500.00	6	$3,000.00
12	12"-15" STORM PIPE		LIN FT	$50.00	200	$10,000.00
13	STORM STRUCTURE		EACH	$4,000.00	4	$16,000.00
14	4" CONCRETE		SQ FT	$10.00	12200	$122,000.00
15	6" CONCRETE		SQ FT	$15.00	310	$4,650.00
16	DECORATIVE CONCRETE		SQ FT	$15.00	6280	$94,200.00
17	CONCRETE CURB & GUTTER		LIN FT	$20.00	1190	$23,800.00
18	TRUNCATED DOMES		SQ FT	$75.00	120	$9,000.00
19	TRAFFIC CONTROL		LUMP SUM	$5,000.00	1	$5,000.00
20	LANDSCAPING		SQ FT	$8.00	3150	$25,200.00
21	TREES		EACH	$1,300.00	16	$20,800.00
22	TREE GRATE		EACH	$2,500.00	16	$40,000.00
23	4" SOLID LINE MULTI-COMPONENT (WHITE)		LIN FT	$1.00	6300	$6,300.00
24	24" SOLID LINE MULTI-COMPONENT (WHITE)		LIN FT	$20.00	20	$400.00
25	PAVEMENT MESSAGE MULTI-COMPONENT		EACH	$100.00	11	$1,100.00
26	LIGHTING DOUBLE COBRA W/ BASE		EACH	$15,000.00	4	$60,000.00

CONSTRUCTION SUBTOTAL:	**$745,990.00**
10% CONTINGENCY:	$74,599.00
TOTAL ESTIMATED CONSTRUCTION:	**$820,589.00**

PROPOSED STALLS:	271
TOTAL ADDITIONAL STALLS:	52

Request for Action

To
City Council

Item Number
10.6

Meeting Date
January 20, 2026

Prepared By
Ryan Sandhoefner, Engineering Project Manager

Item Description
Discuss BUILD Grant Opportunity - Main Street Grade Separation with TH10 and BNSF Railroad

Reviewed by
Justin Femrite
Cal Portner
Jolene Richter

Action Requested
Discuss initiatives and long-term visions surrounding improvements to the intersection of Main Street, TH10, and the BNSF Railroad.

Background/Discussion
In 2025, staff were approached by a BNSF representative to assess local interest in pursuing grant opportunities to reduce at-grade railroad crossings in Elk River. This effort aligned with the timing and goals of the Downtown Master Plan. As part of that review, the Main Street crossing emerged as a priority due to the potential to grade-separate both the highway and the railroad. Based on eligibility and project scope, it was determined that the Better Utilizing Investments to Leverage Development (BUILD) grant was the most appropriate potential funding opportunity to help support continued planning work.

Preliminary cost estimates have been prepared and are attached for reference. These estimates reflect the required 20 percent local match should the grant be awarded. For the high-end cost scenario, the total local match would be $1,453,133. The estimate includes up to 30 percent preliminary engineering, which would position the project for future construction-phase grant applications. At this time, no city funds have been committed to the project.

Financial Impact
N/A

Mission/Policy/Goal
Responsibly grow

Attachments
1. Concept Figure from Downtown Master Plan
2. Proposed Project Cost Tabulation

DOWNTOWN

Downtown, Highway 10, and the Rail Road

The east entrance into downtown is a complex convergence of road, rail, and river. The area is very difficult to cross east-west, particular during rush hour or when there is one of the dozens of trains that pass through the area on a given day.

Improvements to the East Entrance will require significant, and long-term coordination between the City, MnDOT, and BNSF (the rail line owner). Highway 10 is still in a state of good maintenance, and likely won't be due for reconstruction for many years. The City should therefore use this time to plan for and develop design improvements that enhance the entry experience into downtown, while ensuring MnDOT and BNSF needs are continued to be met.

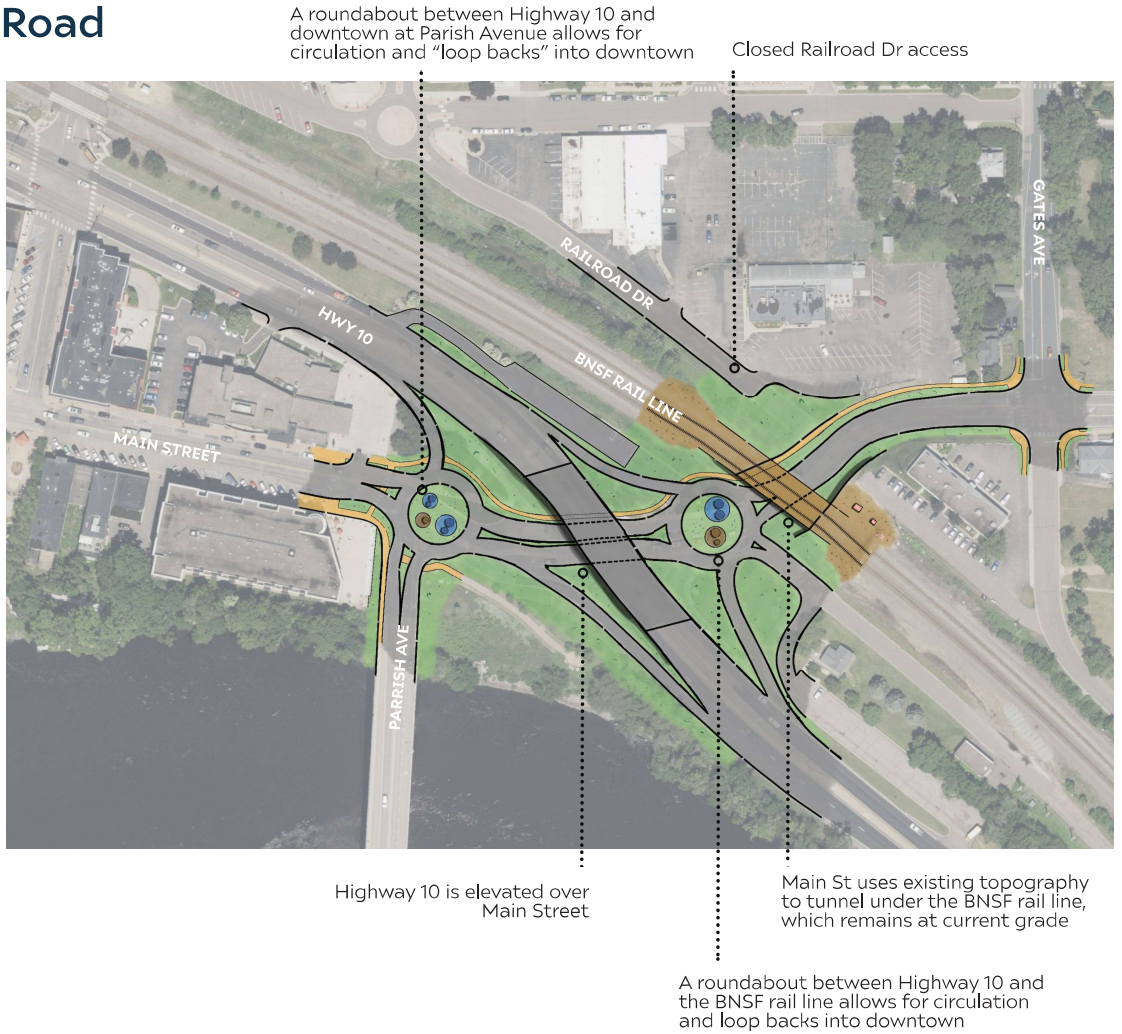
One solution could be to separate Highway 10 and Main Street - an approach called "grade separation". In this scenario, Highway 10 would be elevated over Main Street, while adding a pair of roundabouts to Main Street to allow for easy on/off access from Highway 10, and the ability to "loop" back into downtown. The BNSF rail line would remain in its location, and Main Street would use the grade change to tunnel underneath the rail line, before coming back to grade at the Gates Ave intersection. This would require closing the Railroad Dr access to Main Street.

Roundabouts aren't necessarily the preferred route for pedestrians, however east-west pedestrian safety would be significantly approved as people would no longer need to cross Highway 10 or the rail line. Comfortable sidewalks, pedestrian scale lighting, and even the inclusion of art of other features could make it an attractive pedestrian route.

While this is just one concept, the City should continue to coordinate with MnDOT and BNSF, while progressing additional feasibility studies for the area.

Key Outcomes

- Conduct a design and operations feasibility study, to determine the viability, and alternative layouts, for the interchange area.
- Initate conversations with MnDOT and BNSF, to raise awareness of design opportunities and challenges.
- As feasibility assessments occur, continue working with MnDOT and BNSF on design, funding, and timeline coordination.



Task	Unit	Unit Price	Low Estimated Cost	High Estimated Cost
Corridor Study, Alternatives Development & Screening	% Construction Cost	1.0%	$450,000	$800,000
Preliminary Engineering (30%)	% Construction Cost	4.0%	$1,800,000	$3,200,000
NEPA Documentation (EA)	% Construction Cost	1.5%	$675,000	$1,200,000
	Subtotal		**$2,925,000**	**$5,200,000**
Purpose & Need + Stakeholder Plan	% Engineering cost	1.0%	$18,000	$32,000
Public & Stakeholder Engagement	% Engineering cost	15.0%	$270,000	$480,000
Contingency		20.0%	$642,600	$1,142,400
	Subtotal		**$3,855,600**	**$6,854,400**
Project Management & Administration	% Grant Application	6.0%	$231,336	$411,264
		TOTAL	$4,086,936	$7,265,664

Project Total	$4,086,936	**$7,265,664**
BUILD Ask (80%)	$3,269,549	**$5,812,531**
Local Match (20%)	$817,387	**$1,453,133**

Project Budget Document Format

Cost Classification	BUILD Funds	Non-Federal Funds	Total Project Cost
Project Management & Administration	$329,011	$82,253	$411,264
Purpose & Need + Stakeholder Plan	$25,600	$6,400	$32,000
Public & Stakeholder Engagement	$384,000	$96,000	$480,000
Corridor Study, Alternatives Development & Screening	$640,000	$160,000	$800,000
Preliminary Engineering (30%)	$2,560,000	$640,000	$3,200,000
NEPA Documentation (EA)	$960,000	$240,000	$1,200,000
Contingency	$913,920	$228,480	$1,142,400
Total Funding	**$5,812,531**	**$1,453,133**	**$7,265,664**