



City Council

Regular Meeting, Worksession, & Closed Meeting Agenda

Monday, May 6, 2024
6:30 PM or immediately following
the EDA 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
 - Closed Meeting in Upper Town Conference Room immediately following the Work Session 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 April 15, 2024, Minutes

4.2 Check Register

4.3 Community Event Center Organization Chart Updates

4.4 Resolution 24-20: Donation from Zimmerman Fire Relief Association

4.5 Agreement 24-11 Between Elk River Fire Foundation and Elk River Farmers Market

4.6 Memorandum of Understanding Agreement 24-12 for Hemp-based THC Payment Processing

4.7 Agreement 24-13 for Minimum Damage Assessment (MDA) Quotes for Mississippi Road Trail Easements and to Accept Quote

4.8 Resolution 24-21 Governing Write-in Vote Counting

4.9 Resolution 24-22: Rolling Hills Sewer Extension Funding Authorization

4.10 Termination of Employment

4.11 Post Employment Health Care Savings Plan

4.12 Separation Agreement and Waiver of Claims

4.13 Resolution 24-23 to Amend and Restate the City's Flexible Benefits Plan

5. OPEN FORUM

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

6. PRESENTATIONS, AWARDS, AND RECOGNITION

6.1 Introduction of New Employees

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 24-11 Amendment: Compost Transfer Facility

7.2 National Pollutant Discharge Elimination System (NPDES) Annual Report

8. GENERAL BUSINESS

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

8.1 Discuss Work Session Items

8.2 Police Chief Recruitment

8.3 iBackCheck Lease Payment Default

9. COUNCIL LIAISON UPDATES

9.1 Council Liaison Updates

10. MOTION TO ADJOURN REGULAR MEETING

11. WORK SESSION – UPPER TOWN CONFERENCE ROOM

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

11.1 Concept Review: Rueter Walton - Proposed Apartments

11.2 Waco Street Signal Flashing Yellow Conversion

11.3 Minnesota 2023 Public Safety Aid

12. MOTION TO ADJOURN WORK SESSION

13. CLOSED MEETING - NATURE'S EDGE

13.1 Statement to be read by the Mayor:

"The City Council will be holding a closed meeting pursuant to MN Statute Section 13D.05,

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Subdivision 3. The City Council will develop/consider offers/counteroffers for the sale of city-owned property PID 75-00929-0020, Outlot B, Nature's Edge Business Center Fourth Addition."

I3.2 Motion Calling Closed Meeting

I3.3 Hold Closed Meeting

I4. MOTION TO ADJOURN CLOSED MEETING

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**Meeting of the City Council
Held at the Elk River City Hall
Monday, April 15, 2024**

Members Present: Mayor John Dietz, Councilmember Jennifer Wagner, Councilmember Mike Beyer, Councilmember Cory Grupa

Members Absent: Councilmember Matt Westgaard

Staff Present: City Administrator Cal Portner, Senior Planner Chris Leeseberg, Public Works Director Justin Femrite, Street and Park Superintendent Tim Sevcik, City Clerk Tina Allard

1. CALL MEETING TO ORDER

Pursuant to due call and notice thereof, the meeting was called to order at 6:12 p.m.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

3. CONSIDER AGENDA

Moved by Councilmember Beyer and seconded by Councilmember Wagner to approve the agenda. Motion Carried 4-0.

4. CONSENT AGENDA

Moved by Councilmember Grupa and seconded by Councilmember Beyer to approve the following consent items as outlined in their respective staff reports. Motion carried 3-

0. Councilmember Wagner abstained due to conflict of interest with Item 4.12.

4.1 March 18, 2024, Regular Minutes

4.2 April 1, 2024, Regular Minutes

4.3 April 8, 2024, Board of Appeal Minutes

4.4 Check Register for the period ending April 15, 2024

4.5 Parks and Recreation Park Steward Guidelines Policy Update

- 4.6 Hire Kaitlyn Hennes as Fire Department Administrative Assistant effective April 29, 2024
- 4.7 Promoting Ryan Sandhoefner to Engineering Project Manager and post for the rehire of a new Engineer I
- 4.8 Escrow Agreement: Trellis - Clear Sky Apartments
- 4.9 Pay Estimates
- 4.10 Wastewater Settlement Agreement 24-9 and 24-10 (Bolton & Menk)
- 4.11 Employee Resignation/Retirement Severance and Waiver of Claims for Michael Hecker
- 4.12 Temporary On-Sale Liquor License - Aegir Brewing Co. valid at 19050 Industrial Blvd NW, for May 4-5, 2024
- 4.13 Hire Caroline Koch as Police Department Secretary/Receptionist effective April 24, 2024.
5. OPEN FORUM
No one appeared for Open Forum.
6. PRESENTATIONS, AWARDS, AND RECOGNITION
- 6.1 Retirement Recognition: Perry Milless
Mr. Sevcik discussed Perry's history with the city.

Mayor Dietz read and presented a plaque to Perry and the Council wished him the best in his retirement.
- 6.2 City of Elk River Volunteer of the Month
Mayor Dietz presented the April Volunteer of the Month award to Melanie Clemons and highlighted the following:
- Organizes and hosts the Community Thanksgiving Dinner.
 - Active in the Elk River Quarterbacks Club.
 - Assists with the Kiser Kids Christmas program.
 - Worked at the St. Paul Fire Foundation golf tournament.

- Volunteers for the Sherburne County Fair parade, events at the Furniture and Things Community Event Center, and several community fundraisers.

6.3 Energy City Commission Interviews

The Council interviewed Mike Enfield and appointed him to the commission with a term ending February 28, 2025.

Moved by Councilmember Beyer and seconded by Councilmember Grupa to appoint Mike Enfield to the Energy City Commission. Motion Carried 4-0.

6.4 Proclamation: Fair Housing Month

Elk River Realtor Ryan Hardin provided highlights of the Saint Paul Area Association of Realtors and the Fair Housing Act.

Moved by Councilmember Wagner and seconded by Councilmember Beyer to proclaim the month of April as Fair Housing Month. Motion Carried 4-0.

6.5 Introduction of New Employees

Mr. Sevcik introduced the new employees. Mr. Dahl and Mr. Sweat noted they appreciated working for the city. The Council welcomed them.

7. PUBLIC HEARINGS

7.1 Ordinance Amendment: Freestanding Signage Along Highway 169 - City of Elk River

The staff report was presented.

Mayor Dietz opened the public hearing.

Debbie Rydberg, Elk River Area Chamber, stated she appreciated working together with staff on this item due to the highway elevations changing and affecting the local businesses.

Mayor Dietz closed the public hearing.

Moved by Councilmember Wagner and seconded by Councilmember Beyer to adopt, by motion, Ordinance 24-09. Motion Carried 4-0.

7.2 Ordinance Amendment: Lot Line Adjustments and Platting Small Parcels - Ken Beaudry

The staff report was presented.

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

Moved by Councilmember Grupa and seconded by Councilmember Beyer to adopt Ordinance 24-10. Motion Carried 4-0.

8. GENERAL BUSINESS

8.1 Energy City Commission Appointment

The Council made the appointment earlier in the meeting.

8.2 Consumption and Display License: Pinewood Golf Club

Moved by Councilmember Grupa and seconded by Councilmember Beyer to approve renewal of a Consumption and Display License for Bear Necessities, LLC DBA Pinewood Golf Club, effective April 1, 2024, through March 31, 2025. Motion Carried 3-0. Councilmember Wagner abstained due to conflict of interest.

9. MOTION TO ADJOURN REGULAR MEETING

Moved by Councilmember Beyer and seconded by Councilmember Wagner to adjourn the meeting. Motion Carried 4-0.

The meeting adjourned at 6:34 p.m.

10. WORK SESSION – UPPER TOWN CONFERENCE ROOM

The work session began at 6:38 p.m.

10.1 EAB Draft Management Plan

The staff report was presented. Mr. Sevcik reviewed the draft Emerald Ash Borer (EAB) Plan. He noted there is a 4-6 year window where EAB will have its impact on the community. Discussion at this meeting involved the following topics:

- How to resolve disputes about where a tree may be located; whether on private property or in right-of-way.
- Having an available list of contractors who'd be willing to remove the trees at a reduced rate.
- Utilization of funding sources, such as grants.
- Cost and staff efficiency of mass removal of trees in one neighborhood versus removing a few here and there as they are dying.
- Homeowners concerns with tree being removed when it is not showing symptoms of dying yet.
- Tree replacement policy.
- Prioritization of trees on city properties/parks.

Staff reviewed the engagement plan and noted an open house will be scheduled in May for community feedback.

11. MOTION TO ADJOURN

Moved by Councilmember Wagner and seconded by Councilmember Grupa to adjourn

the meeting. Motion Carried 4-0.

The meeting adjourned at 7:04 p.m.

Minutes prepared by Tina Allard.

12. INFORMATION

12.1 Investment report - 1st quarter 2024

12.2 Financial report - March



John J. Dietz, Mayor



Tina Allard, City Clerk



Request for Action

To
City Council

Item Number
4.2

Meeting Date
May 6, 2024

Prepared By
Amy Stangler, Accounting Clerk

Item Description
Check Register for the Period Ending May 6, 2024.

Reviewed by:
Lori Stich
Joe Stremcha
Cal Portner
Tina Allard

Action Requested
Approve, by motion, the check register for the period ending May 6, 2024.

Background/Discussion
Shown below is a listing of the disbursements for the various funds for the period ending May 6, 2024. The details of these disbursements are attached to this request for action.

General	\$ 191,489.56
Special Revenue, Debt Service & Capital Projects	616,701.89
Enterprise	1,237,783.95
Escrows	1,584.00
Total for All Funds	\$ 2,047,559.40

Financial Impact
N/A

Mission/Policy/Goal
N/A

Attachments
I. 4.2 Check Register

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
A M E RED-E-MIX, INC	SUPPLIES	GENERAL FUND	Parks Dept	<u>607.00</u>
			TOTAL:	607.00
KVC COMPANIES LLC	SUPPLIES CREDIT	GENERAL FUND	Parks Dept	10.02-
	SUPPLIES	MULTIPURPOSE FACIL	Multipurpose Facility	<u>71.68</u>
			TOTAL:	61.66
EDUTAINMENTLIVE, LLC	ITPRO COURSE LIBRARY	GENERAL FUND	Information Technology	<u>1,350.00</u>
			TOTAL:	1,350.00
ADVANCE AUTO PARTS	PARTS	GENERAL FUND	Patrol	20.16
	SUPPLIES	GENERAL FUND	Equipment Services	79.96
	SUPPLIES	GENERAL FUND	Equipment Services	<u>227.76</u>
			TOTAL:	327.88
PAID ELECTRIC CORPORATION	ELECTRICAL SVCS	GENERAL FUND	Public safety building	157.20
	ELECTRICAL SVCS	GENERAL FUND	Street Maintenance	<u>523.23</u>
			TOTAL:	680.43
AIRGAS USA LLC	SUPPLIES	WASTEWATER TREATME	WWTS Plant	<u>309.45</u>
			TOTAL:	309.45
ALL STATE COMMUNICATIONS	SUPPLIES	GENERAL FUND	Public safety building	2,301.00
	INSTALLATION OF CABLES	GENERAL FUND	Street Maintenance	1,158.00
	INSTALL DATA CABLES	MULTIPURPOSE FACIL	Multipurpose Facility	<u>952.00</u>
			TOTAL:	4,411.00
TINA ALLARD	REIMB CELL PHONE JAN-APR	GENERAL FUND	Administrative Service	<u>120.00</u>
			TOTAL:	120.00
AMAZON CAPITAL SERVICES	SUPPLIES	GENERAL FUND	Information Technology	102.48
	SUPPLIES	GENERAL FUND	Building Maintenance	90.96
	SUPPLIES	GENERAL FUND	Patrol	169.98
	SUPPLIES	GENERAL FUND	Street Maintenance	76.85
	SUPPLIES	GENERAL FUND	Equipment Services	5.98
	SUPPLIES	GENERAL FUND	Parks Dept	271.37
	SUPPLIES	GENERAL FUND	Parks & Rec Admin	26.58
	SUPPLIES	GENERAL FUND	Parks & Rec Admin	12.98
	SUPPLIES	GENERAL FUND	Recreation Programs	79.99
	SUPPLIES	GENERAL FUND	Recreation Programs	19.98
	SUPPLIES	GENERAL FUND	Recreation Programs	14.99
	SUPPLIES	GENERAL FUND	Farmers Market	24.99
	SUPPLIES	GENERAL FUND	Sr Citizen Programs	42.93
	SUPPLIES	MULTIPURPOSE FACIL	Multipurpose Facility	8.62
	SUPPLIES	LANDFILL	General	137.51
	SUPPLIES	WASTEWATER TREATME	WWTS Plant	35.95
	SUPPLIES	WASTEWATER TREATME	WWTS Plant	31.88
	SUPPLIES	WASTEWATER TREATME	WWTS Plant	75.13
	SUPPLIES	WASTEWATER TREATME	WWTS Plant	158.39
	SUPPLIES	WASTEWATER TREATME	WWTS Plant	182.70
	SUPPLIES	WASTEWATER TREATME	WWTS Plant	<u>43.69</u>
			TOTAL:	1,613.93
THE AMERICAN BOTTLING CO	POP/MISC	LIQUOR	Northbound-Cost of Sal	<u>474.36</u>
			TOTAL:	474.36

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ARTISAN BEER COMPANY	BEER	LIQUOR	Northbound-Cost of Sal	73.85
	THC PRODUCTS	LIQUOR	Northbound-Cost of Sal	115.40
	BEER	LIQUOR	Northbound-Cost of Sal	701.80
	BEER	LIQUOR	Westbound-Cost of Sale	201.50
	THC PRODUCTS	LIQUOR	Westbound-Cost of Sale	401.30
	BEER	LIQUOR	Westbound-Cost of Sale	<u>139.95</u>
	TOTAL:			1,633.80
ASPEN MILLS	UNIFORMS-GACKE	GENERAL FUND	Police Administration	127.00
	UNIFORMS-MCKERNAN	GENERAL FUND	Police Administration	135.65
	UNIFORMS-MARTIN	GENERAL FUND	Patrol	602.15
	UNIFORMS-PREHATNEY	GENERAL FUND	Police Support Service	199.90
	UNIFORMS-PREHATNEY	GENERAL FUND	Police Support Service	47.95
	UNIFORMS-PREHATNEY	GENERAL FUND	Police Support Service	149.95
	UNIFORMS-WOOD	GENERAL FUND	Police Support Service	<u>31.83</u>
	TOTAL:			1,294.43
BAKER TILLY MUNICIPAL AD LLC	PROF SVCS-BEAUDRY OIL ABTM DEVELOPMENT FUND		Economic Development	<u>5,500.00</u>
	TOTAL:			5,500.00
BATTERIES PLUS BULBS	SUPPLIES	GENERAL FUND	Public safety building	33.22
	PARTS	GENERAL FUND	Fire Operations	452.20
	SUPPLIES	GENERAL FUND	Street Maintenance	88.85
	SUPPLIES	GENERAL FUND	Parks Dept	<u>132.88</u>
	TOTAL:			707.15
BEAUDRY OIL CO	UNLEADED FUEL CREDIT	GENERAL FUND	Street Maintenance	206.79-
	DIESEL FUEL PRICE DIFFEREN	GENERAL FUND	Street Maintenance	180.60
	PROPANE	GENERAL FUND	Street Maintenance	812.62
	STARPLEX GREASE	GENERAL FUND	Equipment Services	391.28
	STARPLEX GREASE	GENERAL FUND	Equipment Services	<u>186.64</u>
	TOTAL:			1,364.35
BELLBOY CORP BAR SUPPLY	POP/MISC/FREIGHT	LIQUOR	Westbound-Cost of Sale	80.20
	POP/MISC/FREIGHT	LIQUOR	Westbound-Cost of Sale	6.39
	POP/MISC CREDIT	LIQUOR	Westbound-Cost of Sale	<u>6.00-</u>
	TOTAL:			80.59
BELLBOY CORPORATION	LIQUOR/FREIGHT CREDIT	LIQUOR	Northbound-Cost of Sal	124.00-
	LIQUOR/FREIGHT CREDIT	LIQUOR	Northbound-Cost of Sal	1.65-
	LIQUOR/WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	799.15
	LIQUOR/WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	180.00
	LIQUOR/WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	13.20
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	172.00
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	13.50
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	863.00
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	13.20
	LIQUOR/FREIGHT CREDIT	LIQUOR	Westbound-Cost of Sale	90.00-
	LIQUOR/FREIGHT CREDIT	LIQUOR	Westbound-Cost of Sale	1.65-
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	629.00
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	<u>16.50</u>
	TOTAL:			2,482.25
BERGANKDV, LTD.	AUDIT SERVICES	GENERAL FUND	Finance	4,500.00
	AUDIT SERVICES	WASTEWATER TREATME	WWTS Administration	1,350.00
	AUDIT SERVICES	LIQUOR	Northbound-Operations	1,125.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	AUDIT SERVICES	LIQUOR	Westbound-Operations	1,125.00
	AUDIT SERVICES	GARBAGE	Garbage	450.00
	AUDIT SERVICES	STORM WATER	Storm Water	<u>450.00</u>
			TOTAL:	9,000.00
BERNICK'S	POP/MISC	MULTIPURPOSE FACIL	Arena concessions	892.16
	POP/MISC	MULTIPURPOSE FACIL	Arena concessions	624.78
	POP/MISC	LIQUOR	Northbound-Cost of Sal	24.00
	BEER	LIQUOR	Northbound-Cost of Sal	3,086.20
	POP/MISC	LIQUOR	Northbound-Cost of Sal	251.04
	BEER	LIQUOR	Northbound-Cost of Sal	2,571.80
	BEER CREDIT	LIQUOR	Northbound-Cost of Sal	14.28-
	POP/MISC	LIQUOR	Northbound-Cost of Sal	50.40
	BEER	LIQUOR	Northbound-Cost of Sal	2,550.20
	BEER CREDIT	LIQUOR	Northbound-Cost of Sal	27.50-
	POP/MISC	LIQUOR	Westbound-Cost of Sale	84.48
	THC PRODUCTS	LIQUOR	Westbound-Cost of Sale	88.00
	BEER	LIQUOR	Westbound-Cost of Sale	717.60
	BEER CREDIT	LIQUOR	Westbound-Cost of Sale	124.10-
	POP/MISC	LIQUOR	Westbound-Cost of Sale	117.92
	THC PRODUCTS	LIQUOR	Westbound-Cost of Sale	1,116.00
	BEER	LIQUOR	Westbound-Cost of Sale	1,417.70
	BEER CREDIT	LIQUOR	Westbound-Cost of Sale	4.00-
	POP/MISC	LIQUOR	Westbound-Cost of Sale	155.60
	THC PROD	LIQUOR	Westbound-Cost of Sale	88.00
	BEER	LIQUOR	Westbound-Cost of Sale	<u>583.00</u>
			TOTAL:	14,249.00
BERRY COFFEE COMPANY	SUPPLIES	GENERAL FUND	Sr Citizen Programs	<u>126.81</u>
			TOTAL:	126.81
BLACKHAWK PEST CONTROL, LLC	PEST CONTROL - FT CENTER	MULTIPURPOSE FACIL	Multipurpose Facility	<u>125.00</u>
			TOTAL:	125.00
BLAINE LOCK & SAFE, INC	SUPPLIES	GENERAL FUND	Parks Dept	<u>92.00</u>
			TOTAL:	92.00
BOLTON & MENK, INC	MEGA LOOP TRAIL IMPROVEMEN	PARK DEDICATION FU	Mega Loop Trail Imprv	8,104.50
	2023 STREET IMPROVEMENTS	PAVEMENT MANAGEMEN	Street Improvements	1,873.00
	LINE AVE CUL-DE-SAC	STREET IMPROVEMENT	Hwy 169 Frontage/Backa	6,417.00
	ROLLING HILLS SEWER EXT	TRUNK UTILITIES	Rolling Hills Sewer	<u>5,278.50</u>
			TOTAL:	21,673.00
BOUND TREE MEDICAL, LLC	SUPPLIES	GENERAL FUND	Patrol	<u>42.62</u>
			TOTAL:	42.62
BOURGET IMPORTS LLC	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	256.00
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	<u>9.00</u>
			TOTAL:	265.00
BREAKTHRU BEVERAGE MINNESOTA	LIQUOR	LIQUOR	Northbound-Cost of Sal	207.00
	LIQUOR	LIQUOR	Northbound-Cost of Sal	3,578.28
	LIQUOR	LIQUOR	Northbound-Cost of Sal	25.00
	WINE	LIQUOR	Northbound-Cost of Sal	208.00
	LIQUOR	LIQUOR	Northbound-Cost of Sal	262.56
	POP/MISC	LIQUOR	Northbound-Cost of Sal	48.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	WINE	LIQUOR	Northbound-Cost of Sal	960.00
	LIQUOR	LIQUOR	Northbound-Cost of Sal	1,861.50
	WINE	LIQUOR	Northbound-Cost of Sal	1,088.00
	POP/MISC	LIQUOR	Northbound-Cost of Sal	30.11
	LIQUOR	LIQUOR	Northbound-Cost of Sal	3,561.32
	LIQUOR CREDIT	LIQUOR	Northbound-Cost of Sal	25.00-
	WINE	LIQUOR	Westbound-Cost of Sale	432.00
	POP/MISC	LIQUOR	Westbound-Cost of Sale	39.96
	LIQUOR	LIQUOR	Westbound-Cost of Sale	392.18
	LIQUOR	LIQUOR	Westbound-Cost of Sale	1,581.93
	POP/MISC	LIQUOR	Westbound-Cost of Sale	106.05
	WINE	LIQUOR	Westbound-Cost of Sale	384.00
	WINE	LIQUOR	Westbound-Cost of Sale	104.00
	LIQUOR	LIQUOR	Westbound-Cost of Sale	1,024.62
	WINE CREDIT	LIQUOR	Westbound-Cost of Sale	144.00-
	WINE CREDIT	LIQUOR	Westbound-Cost of Sale	<u>104.00-</u>
			TOTAL:	15,621.51
BRIGHTON SANDBLASTING, INC.	POWDER COATING BENCH SETS	GENERAL FUND	Parks Dept	<u>1,250.00</u>
			TOTAL:	1,250.00
C & L DISTRIBUTING CO	BEER	LIQUOR	Northbound-Cost of Sal	12.70
	BEER CREDIT	LIQUOR	Northbound-Cost of Sal	42.42-
	BEER	LIQUOR	Northbound-Cost of Sal	8,281.65
	THC PRODUCTS	LIQUOR	Northbound-Cost of Sal	345.00
	LIQUOR	LIQUOR	Northbound-Cost of Sal	1,122.50
	BEER	LIQUOR	Northbound-Cost of Sal	4,201.60
	WINE/LIQUOR	LIQUOR	Northbound-Cost of Sal	100.80
	WINE/LIQUOR	LIQUOR	Northbound-Cost of Sal	648.00
	BEER	LIQUOR	Northbound-Cost of Sal	5,538.42
	BEER	LIQUOR	Northbound-Cost of Sal	2,082.60
	LIQUOR/WINE	LIQUOR	Northbound-Cost of Sal	33.60
	LIQUOR/WINE	LIQUOR	Northbound-Cost of Sal	1,443.00
	BEER	LIQUOR	Northbound-Cost of Sal	4,306.65
	LIQUOR	LIQUOR	Northbound-Cost of Sal	117.00
	THC PRODUCTS	LIQUOR	Northbound-Cost of Sal	345.00
	BEER	LIQUOR	Northbound-Cost of Sal	12,490.10
	BEER CREDIT	LIQUOR	Northbound-Cost of Sal	37.00-
	BEER CREDIT	LIQUOR	Northbound-Cost of Sal	48.30-
	BEER CREDIT	LIQUOR	Northbound-Cost of Sal	<u>15.90-</u>
			TOTAL:	40,925.00
C & L DISTRIBUTING CO	BEER CREDIT	LIQUOR	Westbound-Cost of Sale	32.35-
	BEER CREDIT	LIQUOR	Westbound-Cost of Sale	110.50-
	BEER CREDIT	LIQUOR	Westbound-Cost of Sale	18.40-
	BEER CREDIT	LIQUOR	Westbound-Cost of Sale	155.40-
	BEER	LIQUOR	Westbound-Cost of Sale	3,468.00
	WINE/LIQUOR	LIQUOR	Westbound-Cost of Sale	134.40
	WINE/LIQUOR	LIQUOR	Westbound-Cost of Sale	726.00
	BEER	LIQUOR	Westbound-Cost of Sale	6,984.85
	LIQUOR	LIQUOR	Westbound-Cost of Sale	1,543.20
	BEER	LIQUOR	Westbound-Cost of Sale	<u>9,832.32</u>
			TOTAL:	22,372.12
CAMPBELL KNUTSON P.A.	MAR LEGAL SVCS	GENERAL FUND	Legal	7,046.53
	MAR LEGAL SVCS	WASTEWATER TREATME	WWTS Administration	108.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	MAR LEGAL SVCS	DEVELOPER ESCROW	NON-DEPARTMENTAL	504.00
	MAR LEGAL SVCS	DEVELOPER ESCROW	NON-DEPARTMENTAL	90.00
	MAR LEGAL SVCS	DEVELOPER ESCROW	NON-DEPARTMENTAL	<u>990.00</u>
			TOTAL:	8,738.53
ZACK CARLTON	REIMB TRAVEL EXP 4/13-15	GENERAL FUND	Planning	136.68
	REIMB TRAVEL EXP 4/13-15	GENERAL FUND	Planning	<u>17.00</u>
			TOTAL:	153.68
CHARTER COMMUNICATIONS	PHONE LINE CHGS	GENERAL FUND	Building Maintenance	73.46
	PHONE LINE CHGS	GENERAL FUND	Police Administration	76.13
	PHONE LINE CHGS	GENERAL FUND	Fire Administration	69.85
	PHONE LINE CHGS	GENERAL FUND	Emergency Management	71.30
	PHONE LINE CHGS - WW	WASTEWATER TREATME	WWTS Administration	<u>135.26</u>
			TOTAL:	426.00
CINTAS CORPORATION LOC 470	UNIFORMS RENTAL/CLEANING	WASTEWATER TREATME	WWTS Plant	145.38
	UNIFORMS RENTAL/CLEANING	WASTEWATER TREATME	WWTS Plant	162.70
	UNIFORMS RENTAL/CLEANING	WASTEWATER TREATME	WWTS Plant	145.38
	MATS, TOWELS, SCRAPERS, MO LIQUOR		Northbound-Operations	74.11
	MATS, TOWELS, SCRAPERS, MO LIQUOR		Northbound-Operations	51.50
	MATS, TOWELS, SCRAPERS, MO LIQUOR		Northbound-Operations	42.60
	MATS, TOWELS, SCRAPERS, MO LIQUOR		Westbound-Operations	54.97
	MATS, TOWELS, SCRAPERS, MO LIQUOR		Westbound-Operations	46.18
	MATS, TOWELS, SCRAPERS, MO LIQUOR		Westbound-Operations	<u>46.18</u>
			TOTAL:	769.00
CITY OF MONTICELLO	ANIMAL CONTROL CHARGES	GENERAL FUND	Police Support Service	<u>194.00</u>
			TOTAL:	194.00
CITY OF ST PAUL	RIFLE COURSE TRAINING-B ME	GENERAL FUND	Patrol	400.00
	ASPHALT MIX	GENERAL FUND	Street Maintenance	<u>89.09</u>
			TOTAL:	489.09
CIVICPLUS, LLC	MUNICODE PAGES	GENERAL FUND	City Council	<u>3,157.43</u>
			TOTAL:	3,157.43
CLAREY'S SAFETY EQUIP	MONITOR SVC/CALIB/SENSOR M	GENERAL FUND	Fire Operations	<u>401.63</u>
			TOTAL:	401.63
CONNECTWISE LLC	SIEM SUBSCRIPTION-FEB	GENERAL FUND	Information Technology	<u>217.62</u>
			TOTAL:	217.62
CONTINENTAL RESEARCH CORP	SUPPLIES	WASTEWATER TREATME	WWTS Plant	980.00
	SUPPLIES	WASTEWATER TREATME	WWTS Plant	<u>175.00</u>
			TOTAL:	1,155.00
RYAN COWLEY	REIMB UNIFORM ALLOW	GENERAL FUND	Patrol	<u>300.00</u>
			TOTAL:	300.00
CROW RIVER FARM EQUIPMENT CO	SUPPLIES	GENERAL FUND	Parks Dept	151.56
	SUPPLIES	GENERAL FUND	Parks Dept	<u>85.21</u>
			TOTAL:	236.77
CUB FOODS	SUPPLIES	GENERAL FUND	Sr Citizen Programs	86.46
	SUPPLIES-CLEAN UP DAY	LANDFILL	General	88.58

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	175.04
DACOTAH PAPER CO	SUPPLIES	GENERAL FUND	Building Maintenance	98.64
	SUPPLIES	GENERAL FUND	Public safety building	268.03
	SUPPLIES	GENERAL FUND	Public safety building	91.52
	SUPPLIES	GENERAL FUND	Parks Dept	3,627.00
	SUPPLIES	GENERAL FUND	Parks Dept	18.33
	SUPPLIES	MULTIPURPOSE FACIL	Multipurpose Facility	<u>516.90</u>
			TOTAL:	4,620.42
DAHLHEIMER BEVERAGE, LLC	BEER	LIQUOR	Northbound-Cost of Sal	9,583.70
	BEER CREDIT	LIQUOR	Northbound-Cost of Sal	196.03-
	LIQUOR/BEER	LIQUOR	Northbound-Cost of Sal	126.00
	LIQUOR/BEER	LIQUOR	Northbound-Cost of Sal	7,915.65
	BEER CREDIT	LIQUOR	Northbound-Cost of Sal	90.00-
	BEER	LIQUOR	Northbound-Cost of Sal	8,181.95
	THC PRODUCTS	LIQUOR	Northbound-Cost of Sal	1,044.00
	LIQUOR/BEER	LIQUOR	Northbound-Cost of Sal	94.00
	LIQUOR/BEER	LIQUOR	Northbound-Cost of Sal	30.80
	BEER	LIQUOR	Northbound-Cost of Sal	212.50
	POP/MISC	LIQUOR	Northbound-Cost of Sal	85.00
	BEER	LIQUOR	Northbound-Cost of Sal	8,739.35
	BEER	LIQUOR	Northbound-Cost of Sal	13,865.05
	BEER	LIQUOR	Northbound-Cost of Sal	1,565.90
	REV CREDIT APLD AGNST 2155	LIQUOR	Northbound-Cost of Sal	<u>55.40</u>
			TOTAL:	51,213.27
DAHLHEIMER BEVERAGE, LLC	BEER	LIQUOR	Westbound-Cost of Sale	132.50
	BEER	LIQUOR	Westbound-Cost of Sale	3,712.22
	LIQUOR CREDIT	LIQUOR	Westbound-Cost of Sale	16.00-
	BEER	LIQUOR	Westbound-Cost of Sale	4,937.28
	BEER CREDIT	LIQUOR	Westbound-Cost of Sale	4.80-
	BEER	LIQUOR	Westbound-Cost of Sale	4,018.10
	BEER CREDIT	LIQUOR	Westbound-Cost of Sale	105.20-
	THC PRODUCTS	LIQUOR	Westbound-Cost of Sale	180.00
	BEER	LIQUOR	Westbound-Cost of Sale	6,869.42
	BEER CREDIT	LIQUOR	Westbound-Cost of Sale	15.67-
	BEER CREDIT	LIQUOR	Westbound-Cost of Sale	85.80-
	BEER	LIQUOR	Westbound-Cost of Sale	9,336.45
	BEER	LIQUOR	Westbound-Cost of Sale	<u>1,880.50</u>
			TOTAL:	30,839.00
DALCO	SUPPLIES	GENERAL FUND	Public safety building	<u>365.80</u>
			TOTAL:	365.80
DAVID WISNIESKI OFFICIALS	SOFTBALL UMPIRES	GENERAL FUND	Recreation Programs	<u>6,149.00</u>
			TOTAL:	6,149.00
DELL MARKETING, L P	SUPPLIES	TECHNOLOGY REPLACE	Information Technology	<u>6,805.34</u>
			TOTAL:	6,805.34
DORSEY & WHITNEY LLP	LEGAL SVCS	WASTEWATER TREATME	WWTS Administration	<u>3,900.00</u>
			TOTAL:	3,900.00
DUSTY'S DRAIN CLEANING INC	REPAIR COPPER LINE	GENERAL FUND	Parks Dept	325.00
	REPLACED BAR DRAIN-PT COMP	GENERAL FUND	Parks Dept	461.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	786.00
E C M PUBLISHERS INC	SHARE YOUR VOICE-BRD/COMM	GENERAL FUND	City Council	600.00
	SERVE ON A CITY COMMISSION	GENERAL FUND	City Council	207.20
	NOTICE OF PH, PO# OA 24-03	GENERAL FUND	Planning	103.20
	NOTICE OF PH, PO# OA 24-04	GENERAL FUND	Planning	103.20
	NOTICE OF PH, PO# CU 24-05	GENERAL FUND	Planning	111.80
	NOTICE OF PH, PO# V 24-02	GENERAL FUND	Planning	111.80
	NOTICE OF PH, PO# P 24-02	GENERAL FUND	Planning	103.20
	ORDINANCE 24-10	GENERAL FUND	Planning	163.40
	ORDINANCE 24-09	GENERAL FUND	Planning	301.00
	EMPLOYMENT ADV-STREET MAIN	GENERAL FUND	Street Maintenance	61.40
	NOTICE OF PH/COMPOST TRSF	GENERAL FUND	Engineering	77.40
	ORDINANCE NO. 24-8	GENERAL FUND	Parks Dept	120.40
	EMPLOYMENT ADV-PARK & REC	GENERAL FUND	Parks & Rec Admin	58.40
	SUMMER PROG ADV	GENERAL FUND	Parks & Rec Admin	340.00
	SUMMER PROG ADV	GENERAL FUND	Parks & Rec Admin	380.00
	EMPLOYMENT ADV-REC LEADER	GENERAL FUND	Recreation Programs	60.40
	SPRING CLEAN UP ADV	LANDFILL	General	310.00
	NOTICE OF PH/NPDES INPUT	STORM WATER	Storm Water	77.40
			TOTAL:	3,290.20
ELK RIVER MUNICIPAL UTILITIES	WATER/ELECTRIC/SWR/STMWTR	GENERAL FUND	Building Maintenance	2,706.82
	WATER/ELECTRIC/SWR/STMWTR	GENERAL FUND	Public safety building	6,229.47
	WATER/ELECTRIC/SWR/STMWTR	GENERAL FUND	Public safety building	64.37
	WATER/ELECTRIC/SWR/STMWTR	GENERAL FUND	Public safety building	64.37
	WATER/ELECTRIC/SWR/STMWTR	GENERAL FUND	Fire Administration	778.13
	WATER/ELECTRIC	GENERAL FUND	Fire Administration	990.58
	WATER/ELECTRIC/SWR/STMWTR	GENERAL FUND	Emergency Management	77.29
	WATER/ELECTRIC/SWR/STMWTR	GENERAL FUND	Emergency Management	288.21
	WATER/ELECTRIC	GENERAL FUND	Emergency Management	170.49
	WATER/ELECTRIC/SWR/STMWTR	GENERAL FUND	Street Maintenance	57.00
	WATER/ELECTRIC/SWR/STMWTR	GENERAL FUND	Street Maintenance	32.51
	WATER/ELECTRIC/SWR/STMWTR	GENERAL FUND	Street Maintenance	3,325.68
	WATER/ELECTRIC/SWR/STMWTR	GENERAL FUND	Parks Dept	1,137.46
	WATER/ELECTRIC/SWR/STMWTR	GENERAL FUND	Parks Dept	34.76
	WATER/ELECTRIC/SWR/STMWTR	GENERAL FUND	Parks Dept	282.75
	WATER/ELECTRIC/SWR/STMWTR	GENERAL FUND	Parks Dept	459.06
	WATER/ELECTRIC/SWR/STMWTR	GENERAL FUND	Parks Dept	33.87
	WATER/ELECTRIC	GENERAL FUND	Parks Dept	661.46
	WATER/ELECTRIC/SWR/STMWTR	LIBRARY	Library	2,390.58
	WATER/ELECTRIC/SWR/STMWTR	MULTIPURPOSE FACIL	Multipurpose Facility	21,712.19
	BILLING SVCS - MAR	WASTEWATER TREATME	WWTS Administration	581.61
	WATER/ELECTRIC/SWR/STMWTR	WASTEWATER TREATME	WWTS Plant	15,467.21
	WATER/ELECTRIC/SWR/STMWTR	WASTEWATER TREATME	Lift Stations	3,272.49
	WATER/ELECTRIC/SWR/STMWTR	WASTEWATER TREATME	Lift Stations	953.08
	WATER/ELECTRIC	WASTEWATER TREATME	Lift Stations	521.91
	WATER/ELECTRIC	LIQUOR	Northbound-Operations	1,987.84
	WATER/ELECTRIC/SWR/STMWTR	LIQUOR	Westbound-Operations	1,558.14
	BILLING SVCS - MAR	GARBAGE	Garbage	2,084.20
	BILLING SVCS - MAR	STORM WATER	Storm Water	858.99
			TOTAL:	68,782.52
ELK RIVER PRINTING & VENTURE	MARKETING MATERIALS	MULTIPURPOSE FACIL	Multipurpose Facility	71.50
			TOTAL:	71.50

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ELM CREEK BREWING COMPANY	BEER	LIQUOR	Northbound-Cost of Sal	<u>240.00</u>
			TOTAL:	240.00
RAINY FALLS VENTURE LLC	REPAIR HOLES	GENERAL FUND	Fire Operations	<u>189.00</u>
			TOTAL:	189.00
FACTORY MOTOR PARTS CO	PARTS	GENERAL FUND	Patrol	521.20
	SUPPLIES	GENERAL FUND	Equipment Services	<u>130.30</u>
			TOTAL:	651.50
FASTENAL COMPANY	SUPPLIES	GENERAL FUND	Patrol	70.07
	SUPPLIES CREDIT	GENERAL FUND	Parks Dept	116.71-
	SUPPLIES	GENERAL FUND	Parks Dept	188.56
	SUPPLIES	GENERAL FUND	Parks Dept	<u>14.62</u>
			TOTAL:	156.54
FIRST RESPONSE INC	FIRE SAFETY TRAINING 12/11	CAPITAL OUTLAY RES	Fire Academy	<u>680.00</u>
			TOTAL:	680.00
FLAGSHIP RECREATION LLC	LIONS PK DEMO/CONCRETE BO	PARK IMPROVEMENT F	Parks	<u>30,029.58</u>
			TOTAL:	30,029.58
FLEETPRIDE	PARTS CREDIT	GENERAL FUND	Street Maintenance	137.02-
	PARTS	GENERAL FUND	Street Maintenance	174.78
	PARTS	GENERAL FUND	Street Maintenance	174.78
	PARTS	GENERAL FUND	Equipment Services	40.28
	SUPPLIES	GENERAL FUND	Equipment Services	12.86
	SUPPLIES	GENERAL FUND	Equipment Services	<u>12.86</u>
			TOTAL:	278.54
FORESTEDGE WINERY	WINE	LIQUOR	Northbound-Cost of Sal	<u>414.00</u>
			TOTAL:	414.00
FRSECURE LLC	RISK ASSESSMENT L3 FINAL	GENERAL FUND	General Fund	<u>6,200.00</u>
			TOTAL:	6,200.00
GATR TRUCK CENTER	SUPPLIES	GENERAL FUND	Equipment Services	<u>239.00</u>
			TOTAL:	239.00
GESTALT ENGINEERING LLC	LANDFILL ASSIST - APR	LANDFILL	General	<u>315.00</u>
			TOTAL:	315.00
GGK HOLDINGS, INC	TRAINING-C OLSON	GENERAL FUND	Information Technology	4,250.00
	TRAINING-J WALZ	GENERAL FUND	Information Technology	<u>4,250.00</u>
			TOTAL:	8,500.00
GRAINGER	SUPPLIES	MULTIPURPOSE FACIL	Multipurpose Facility	213.95
	SUPPLIES	MULTIPURPOSE FACIL	Multipurpose Facility	1,685.59
	SUPPLIES	MULTIPURPOSE FACIL	Multipurpose Facility	47.52
	SUPPLIES	MULTIPURPOSE FACIL	Multipurpose Facility	<u>18.83</u>
			TOTAL:	1,965.89
GRANITE CITY JOBBING CO	POP/MISC/THC/SUPPLIES/FREI	LIQUOR	Northbound-Cost of Sal	948.12
	POP/MISC/THC/SUPPLIES/FREI	LIQUOR	Northbound-Cost of Sal	5.00
	POP/MISC/THC/SUPPLIES/FREI	LIQUOR	Northbound-Cost of Sal	178.00
	POP/MISC/THC/SUPPLIES/FREI	LIQUOR	Northbound-Cost of Sal	1,063.86

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	POP/MISC/THC/SUPPLIES/FREI LIQUOR		Northbound-Cost of Sal	238.00
	POP/MISC/THC/SUPPLIES/FREI LIQUOR		Northbound-Cost of Sal	5.00
	POP/MISC CREDIT LIQUOR		Northbound-Cost of Sal	48.65-
	POP/MISC/THC/SUPPLIES/FREI LIQUOR		Northbound-Cost of Sal	1,187.72
	POP/MISC/THC/SUPPLIES/FREI LIQUOR		Northbound-Cost of Sal	360.00
	POP/MISC/THC/SUPPLIES/FREI LIQUOR		Northbound-Cost of Sal	5.00
	POP/MISC/THC/SUPPLIES/FREI LIQUOR		Northbound-Operations	110.05
	POP/MISC/THC/SUPPLIES/FREI LIQUOR		Northbound-Operations	31.06
	POP/MISC/THC/SUPPLIES/FREI LIQUOR		Northbound-Operations	62.12
	POP/MISC/SUPPLIES/FREIGHT LIQUOR		Westbound-Cost of Sale	669.05
	POP/MISC/SUPPLIES/FREIGHT LIQUOR		Westbound-Cost of Sale	5.00
	POP/MISC/THC/SUPPLIES/FREI LIQUOR		Westbound-Cost of Sale	830.37
	POP/MISC/THC/SUPPLIES/FREI LIQUOR		Westbound-Cost of Sale	36.00
	POP/MISC/THC/SUPPLIES/FREI LIQUOR		Westbound-Cost of Sale	5.00
	POP/MISC/SUPPLIES/FREIGHT LIQUOR		Westbound-Cost of Sale	832.61
	POP/MISC/SUPPLIES/FREIGHT LIQUOR		Westbound-Cost of Sale	5.00
	POP/MISC/SUPPLIES/FREIGHT LIQUOR		Westbound-Operations	60.65
	POP/MISC/THC/SUPPLIES/FREI LIQUOR		Westbound-Operations	17.25
	POP/MISC/SUPPLIES/FREIGHT LIQUOR		Westbound-Operations	<u>95.35</u>
			TOTAL:	6,701.56
GRIMCO, INC	SUPPLIES	GENERAL FUND	Communications	<u>171.99</u>
			TOTAL:	171.99
LYNN HALBROOK	MAGIC OF ERIC CARLE	LIBRARY	Library	<u>350.00</u>
			TOTAL:	350.00
MULTI SERVICE TECHNOLOGY SOLUTIONS INC	SUPPLIES	WASTEWATER TREATME	WWTS Plant	82.88
	SUPPLIES	WASTEWATER TREATME	WWTS Plant	<u>408.38</u>
			TOTAL:	491.26
HARENS MEDIATION CENTER LLC	LEGAL SVCS	WASTEWATER TREATME	WWTS Administration	<u>1,485.00</u>
			TOTAL:	1,485.00
HARENS MEDIATION CENTER TRUST ACCT	BMI SETTLEMENT	WASTEWATER TREATME	WWTS Administration	<u>335,000.00</u>
			TOTAL:	335,000.00
HAWKINS, INC.	SUPPLIES	WASTEWATER TREATME	WWTS Plant	<u>60.00</u>
			TOTAL:	60.00
HEARTLAND TIRE, INC.	TIRES, INSTALL & BALANCE	GENERAL FUND	Patrol	612.72
	PARTS	GENERAL FUND	Equipment Services	<u>692.00</u>
			TOTAL:	1,304.72
LOGAN HEMMESCH	REIMB MILEAGE/MEALS-FIRE T	GENERAL FUND	Fire Operations	<u>305.49</u>
			TOTAL:	305.49
WHITESMAN LAW P. A.	FLEXIBLE BENEFITS PLAN	GENERAL FUND	Human Resources	<u>1,500.00</u>
			TOTAL:	1,500.00
HOISINGTON KOEGLER GROUP INC	PROF SVCS-ER PARK MSTR	FI PARK IMPROVEMENT	F Parks	<u>2,250.00</u>
			TOTAL:	2,250.00
HOME DEPOT CREDIT SERVICES	SUPPLIES	MULTIPURPOSE FACIL	Multipurpose Facility	<u>49.99</u>
			TOTAL:	49.99

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MIDWEST WASH SYSTEMS LLC	SUPPLIES	GENERAL FUND	Public safety building	<u>428.46</u>
			TOTAL:	428.46
HUBBARD ELECTRIC	ELECTRICAL SVCS-DAAC	GENERAL FUND	Parks Dept	<u>312.50</u>
			TOTAL:	312.50
I A F C MEMBERSHIP	2024 MEMBERSHIP - J LIBOR	GENERAL FUND	Fire Administration	<u>215.00</u>
			TOTAL:	215.00
JOHNSON BROS LIQUOR	LIQUOR CREDIT	LIQUOR	Northbound-Cost of Sal	98.75-
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	5,187.00
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	86.00
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	1,894.00
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	22.36
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	1,102.00
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	22.36
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	524.32
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	17.20
	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	47.95
	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	1.72
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	3,342.10
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	53.05
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	3,036.76
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	89.44
	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	32.00
	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	1.72
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	609.00
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	6.88
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	1,685.95
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	29.38
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	2,381.35
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	43.00
	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	64.00
	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	1.72
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	1,226.00
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	13.76
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	1,887.00
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	18.92
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	1,543.29
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	48.16
	POP/MISC/FREIGHT	LIQUOR	Westbound-Cost of Sale	152.00
	POP/MISC/FREIGHT	LIQUOR	Westbound-Cost of Sale	8.60
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	621.50
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	5.16
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	617.22
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	18.93
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	496.19
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	19.49
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	3,484.00
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	46.44
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	1,587.50
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	15.76
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	3,688.43
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	55.04
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	1,648.17
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	60.49

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	37,444.56
JUNKYARD BREWING COMPANY LLC	BEER	LIQUOR	Westbound-Cost of Sale	368.00
			TOTAL:	368.00
KENNEDY & GRAVEN CHARTERED	LEGAL SERVICES - CITY	GENERAL FUND	Legal	26,985.00
	LEGAL SVCS-HERITAGE LAND S	DEVELOPMENT FUND	Economic Development	416.00
			TOTAL:	27,401.00
KRISS PREMIUM PRODUCTS, INC	SUPPLIES	MULTIPURPOSE FACIL	Multipurpose Facility	277.96
			TOTAL:	277.96
LAKE STATE RECYCLING INC	CARDBOARD RECYCLING	LIQUOR	Westbound-Operations	150.00
			TOTAL:	150.00
LANDSCAPE STRUCTURES	PLAY EQUIPMENT-LIONS PARK	PARK IMPROVEMENT F	Parks	278,849.70
			TOTAL:	278,849.70
LANGUAGE LINE SERVICES	INTERPRETATION SVCS	GENERAL FUND	Police Administration	52.00
			TOTAL:	52.00
LEAGUE OF MN CITIES INS TRUST	WORKMAN COMP CLAIMS	INSURANCE RESERVE	General	419.61
			TOTAL:	419.61
STEVEN M WICKELGREN	COUNSELING	GENERAL FUND	Police Administration	325.00
			TOTAL:	325.00
LITTLE FALLS MACHINE INC	PARTS	GENERAL FUND	Street Maintenance	1,197.50
			TOTAL:	1,197.50
LUBE-TECH & PARTNERS, LLC.	DEF-DIESEL EXHAUST FLUID	GENERAL FUND	Equipment Services	440.36
			TOTAL:	440.36
M T I DISTRIBUTING INC	SUPPLIES	GENERAL FUND	Parks Dept	438.24
	SUPPLIES-MOWER BLADES	GENERAL FUND	Parks Dept	719.58
	SUPPLIES-MOWER BLADES	GENERAL FUND	Parks Dept	372.58
	SUPPLIES-MOWER BLADES	GENERAL FUND	Parks Dept	186.29
			TOTAL:	1,716.69
MACQUEEN EQUIPMENT LLC	PARTS	GENERAL FUND	Street Maintenance	55.24
			TOTAL:	55.24
MACQUEEN EQUIPMENT, LLC	PARTS	GENERAL FUND	Fire Operations	743.77
			TOTAL:	743.77
MARCO HOLDINGS LLC	MARCO ANNUITY DUO ACCESS	GENERAL FUND	Information Technology	1,344.00
	CISCO MERAKI LICENSE/SUPPO	GENERAL FUND	Information Technology	179.00
	MICROSOFT 365/AZURE/EXCHAN	GENERAL FUND	Information Technology	4,505.00
	MICROSOFT 365/AZURE/EXCHAN	GENERAL FUND	Fire Administration	15.00
			TOTAL:	6,043.00
MARCO INC	COPIER LEASE/MAINT	GENERAL FUND	Information Technology	2,757.75
	COPIER LEASE/MAINT	MULTIPURPOSE FACIL	Multipurpose Facility	491.79
	COPIER LEASE/MAINT	WASTEWATER TREATME	WWTS Administration	381.09
	COPIER LEASE/MAINT	LIQUOR	Northbound-Operations	158.85
	COPIER LEASE/MAINT	LIQUOR	Westbound-Operations	158.85

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	3,948.33
MARTIES INC	SUPPLIES	MULTIPURPOSE FACIL	Multipurpose Facility	107.97
			TOTAL:	107.97
JOHN SKOGMAN	SHOP TOOLS	GENERAL FUND	Equipment Services	340.00
			TOTAL:	340.00
RITA MCCUE	DAMAGE DEPOSIT REFUND	MULTIPURPOSE FACIL	Multipurpose Facility	25.00
			TOTAL:	25.00
MOBILE HEALTH SERVICES, LLC	FIREFIGHTER TESTING-3	GENERAL FUND	Fire Operations	375.00
			TOTAL:	375.00
MERRICK INC	PLASTIC PICKUP	LANDFILL	General	272.00
			TOTAL:	272.00
METRO CHIEF FIRE OFFICERS ASSN	2024 MEMBERSHIPS	GENERAL FUND	Fire Administration	100.00
	2024 MEMBERSHIPS	GENERAL FUND	Fire Administration	100.00
			TOTAL:	200.00
METRO PRODUCTS INC.	SUPPLIES	GENERAL FUND	Street Maintenance	80.28
	SUPPLIES	GENERAL FUND	Street Maintenance	303.12
	SUPPLIES	GENERAL FUND	Equipment Services	80.29
	SUPPLIES	GENERAL FUND	Equipment Services	303.12
	SUPPLIES	GENERAL FUND	Parks Dept	80.29
	SUPPLIES	GENERAL FUND	Parks Dept	303.12
			TOTAL:	1,150.22
MIDSTATES EQUIPMENT & SUPPLY	TACK SPRAYER	PAVEMENT MANAGEMEN	General Improvements	12,500.00
			TOTAL:	12,500.00
MIDWAY FORD	PARTS	GENERAL FUND	Patrol	221.01
	PARTS CREDIT	GENERAL FUND	Patrol	80.41-
	PARTS	GENERAL FUND	Equipment Services	643.86
	PARTS	GENERAL FUND	Parks Dept	97.20
			TOTAL:	881.66
MILK AND HONEY LLC	BEER	LIQUOR	Northbound-Cost of Sal	33.02
			TOTAL:	33.02
MINNESOTA EQUIPMENT	SUPPLIES	MULTIPURPOSE FACIL	Multipurpose Facility	34.98
			TOTAL:	34.98
MINNESOTA UI	1ST QTR UNEMPLOYMENT	GENERAL FUND	Building Maintenance	3,085.00
	1ST QTR UNEMPLOYMENT	GENERAL FUND	Fire Administration	698.08
			TOTAL:	3,783.08
MITCHELL REPAIR INFO CO LLC	TRACTOR TRAILER/MTR SOFTWA	GENERAL FUND	Equipment Services	3,060.00
			TOTAL:	3,060.00
MINNESOTA AMATEUR SOFTBALL	TEAM SANCTION FEE/SOFTBALL	GENERAL FUND	Recreation Programs	300.00
	TEAM SANCTION FEE/SOFTBALL	GENERAL FUND	Recreation Programs	720.00
			TOTAL:	1,020.00
MN BCA	TRAINING - D. BIRDSALL	GENERAL FUND	Investigations	300.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	300.00
MN DEPT OF REVENUE	MAR PETROLEUM TAX	GENERAL FUND	Street Maintenance	761.29
	MAR PETROLEUM TAX	WASTEWATER TREATME	Lift Stations	8.78
			TOTAL:	770.07
MN DEPT. OF REVENUE	MAR SALES & USE TAX	GENERAL FUND	NON-DEPARTMENTAL	1,002.71
	MAR SALES & USE TAX	GENERAL FUND	General Fund	5.24
	MAR SALES & USE TAX	MULTIPURPOSE FACIL	NON-DEPARTMENTAL	3,488.20
	MAR SALES & USE TAX	LIQUOR	NON-DEPARTMENTAL	44,458.79
	MAR SALES & USE TAX	LIQUOR	NON-DEPARTMENTAL	24,089.22
	MAR SALES & USE TAX	LIQUOR	Northbound-Operations	21.39
	MAR SALES & USE TAX	LIQUOR	Northbound-Operations	14.24
	MAR SALES & USE TAX	LIQUOR	Westbound-Operations	44.70
	MAR SALES & USE TAX	LIQUOR	Westbound-Operations	12.51
			TOTAL:	73,137.00
MONTICELLO SENIOR CENTER	TEAM POOL TOURNAMENTS	GENERAL FUND	Sr Citizen Programs	92.00
			TOTAL:	92.00
MOOSE LAKE BREWING CO LLC	BEER	LIQUOR	Northbound-Cost of Sal	210.00
			TOTAL:	210.00
MUNICIPAL EMERGENCY SERVICES	FIRE-DEX GLOVES	GENERAL FUND	Fire Operations	1,994.30
			TOTAL:	1,994.30
MUNICIPAL MEDIA CORP	RECYCLE COACH ANNUAL FEE	GARBAGE	Garbage	4,600.00
			TOTAL:	4,600.00
N A P A OF ELK RIVER, INC	SUPPLIES	WASTEWATER TREATME	WWTS Plant	12.52
			TOTAL:	12.52
NORTHLAND PETROLEUM SERVICE	SUMP COVER SVCS	GENERAL FUND	Street Maintenance	182.00
			TOTAL:	182.00
NORTHWESTERN UNIVERSITY	TRAINING-M WELSH	GENERAL FUND	Patrol	1,100.00
			TOTAL:	1,100.00
ODP BUSINESS SOLUTIONS, LLC	SUPPLIES	GENERAL FUND	Police Support Service	47.38
	SUPPLIES	GENERAL FUND	Police Support Service	16.74
	SUPPLIES	GENERAL FUND	Police Support Service	12.20
	SUPPLIES	GENERAL FUND	Police Support Service	245.30
			TOTAL:	321.62
OFFICE FURNITURE SOLUTIONS INC	SUPPLIES	GENERAL FUND	Public safety building	719.00
			TOTAL:	719.00
OFFICE OF MNIT SERVICES	INTERNET (WAN) SVCS	GENERAL FUND	Information Technology	191.00
			TOTAL:	191.00
PANERA LLC	REFUND OF OVERPAYMENT	GENERAL FUND	General Fund	54.50
			TOTAL:	54.50
PAUSTIS WINE COMPANY	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	988.00
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	28.50
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	312.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	<u>15.00</u>
			TOTAL:	1,343.50
PHILLIPS WINE & SPIRITS CO	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	311.20
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	5.16
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	758.40
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	25.80
	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	88.00
	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	1.72
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	1,443.02
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	20.64
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	1,129.57
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	29.24
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	2,157.36
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	24.95
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	1,827.95
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	50.74
	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	116.13
	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	5.16
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	965.15
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	19.93
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	949.25
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	30.96
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	983.96
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	12.91
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	284.80
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	6.88
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	974.96
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	13.77
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	537.60
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	9.46
	POP/MISC/FREIGHT	LIQUOR	Westbound-Cost of Sale	168.05
	POP/MISC/FREIGHT	LIQUOR	Westbound-Cost of Sale	<u>3.44</u>
			TOTAL:	12,956.16
PITNEY BOWES BANK INC	REPLENISH POSTAGE #5333723	GENERAL FUND	City Council	0.88
	REPLENISH POSTAGE #5333723	GENERAL FUND	Administrative Service	16.82
	REPLENISH POSTAGE #5333723	GENERAL FUND	Human Resources	35.10
	REPLENISH POSTAGE #5333723	GENERAL FUND	Finance	934.19
	REPLENISH POSTAGE #5333723	GENERAL FUND	Planning	170.59
	REPLENISH POSTAGE #5333723	GENERAL FUND	Police Administration	633.93
	REPLENISH POSTAGE #5333723	GENERAL FUND	Fire Administration	3.52
	REPLENISH POSTAGE #5333723	GENERAL FUND	Building Safety	8.03
	REPLENISH POSTAGE #5333723	GENERAL FUND	Code Enforcement	210.97
	REPLENISH POSTAGE #5333723	GENERAL FUND	Environmental	306.57
	REPLENISH POSTAGE #5333723	GENERAL FUND	Street Maintenance	79.99
	REPLENISH POSTAGE #5333723	GENERAL FUND	Engineering	125.25
	REPLENISH POSTAGE #5333723	GENERAL FUND	Parks & Rec Admin	453.05
	REPLENISH POSTAGE #5333723	GENERAL FUND	Sr Citizen Programs	2.67
	REPLENISH POSTAGE #5333723	WASTEWATER TREATME	WWTS Administration	<u>18.44</u>
			TOTAL:	3,000.00
PLAISTED COMPANIES INC	SUPPLIES	GENERAL FUND	Street Maintenance	<u>25.16</u>
			TOTAL:	25.16
PLAN IT SOFTWARE LLC	CIP SOFTWARE LICENSE/SUPPO	GENERAL FUND	Finance	2,500.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	<u>2,500.00</u>
PLUNKETT'S PEST CONTROL	PEST CONTROL	LIQUOR	Northbound-Operations	<u>108.04</u>
			TOTAL:	108.04
PREFERRED POWDER COATING	SUPPLIES	GENERAL FUND	Parks Dept	<u>680.00</u>
			TOTAL:	680.00
KRIS PRESCOTT	REIMB TRAVEL EXPENSE 3/22-	GENERAL FUND	Fire Operations	<u>132.50</u>
			TOTAL:	132.50
PRINCETON RENTAL INC	AERIAL LIFT RENTAL & SUPPL	GENERAL FUND	Parks Dept	188.24
	AERIAL LIFT RENTAL & SUPPL	GENERAL FUND	Parks Dept	180.85
	SUPPLIES	GENERAL FUND	Parks Dept	<u>1,106.97</u>
			TOTAL:	1,476.06
PVS TECHNOLOGIES INC	FERRIC CHLORIDE SOLUTION	WASTEWATER TREATME	WWTS Plant	<u>9,974.62</u>
			TOTAL:	9,974.62
QUALITY FLOW SYSTEMS INC	VAUGHAN CHOPPER PUMPS	WASTEWATER TREATME	Lift Stations	316,965.00
	VAUGHAN CHOPPER PUMP	WASTEWATER TREATME	Lift Stations	42,186.00
	INSTALL SYMCOM MONITOR	WASTEWATER TREATME	Lift Stations	<u>654.50</u>
			TOTAL:	359,805.50
RED BULL DISTRIBUTION COMPANY	RED BULL	LIQUOR	Westbound-Cost of Sale	<u>433.62</u>
			TOTAL:	433.62
REPUBLIC SERVICES #899	RESIDENTIAL GARBAGE SVC	GARBAGE	Garbage	<u>95,537.01</u>
			TOTAL:	95,537.01
RITE ENTERPRISES, INC	GIFT CARD SERVICE	LIQUOR	Northbound-Operations	401.77
	GIFT CARD SERVICE	LIQUOR	Westbound-Operations	<u>401.77</u>
			TOTAL:	803.54
RUM RIVER ART CENTER INC	LIBRARY CLASS 4/20	LIBRARY	Library	<u>330.00</u>
			TOTAL:	330.00
S R F CONSULTING GROUP INC	PROF SVCS - SS4A GRANT	CAPITAL OUTLAY RES	Emergency Management	15,958.71
	PROF SVCS - SS4A GRANT	CAPITAL OUTLAY RES	Emergency Management	<u>10,894.17</u>
			TOTAL:	26,852.88
SHAMROCK GROUP INC	ICE/FREIGHT	LIQUOR	Northbound-Cost of Sal	114.28
	ICE/FREIGHT	LIQUOR	Northbound-Cost of Sal	4.00
	ICE/FREIGHT	LIQUOR	Northbound-Cost of Sal	136.24
	ICE/FREIGHT	LIQUOR	Northbound-Cost of Sal	4.00
	ICE/FREIGHT	LIQUOR	Northbound-Cost of Sal	72.36
	ICE/FREIGHT	LIQUOR	Northbound-Cost of Sal	4.00
	ICE/FREIGHT	LIQUOR	Westbound-Cost of Sale	119.16
	ICE/FREIGHT	LIQUOR	Westbound-Cost of Sale	<u>4.00</u>
			TOTAL:	458.04
SHERBURNE CO AUDITOR\TREAS	PROPERTY TAXES-1000 SCHOOL MULTIPURPOSE FACIL		Multipurpose Facility	9,374.00
	PROPERTY TAXES-ELK RDG LOT STORM WATER		Storm Water	114.00
	PROPERTY TAXES-ELK RDG LOT STORM WATER		Storm Water	<u>124.00</u>
			TOTAL:	9,612.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
SHERBURNE CO SHERIFF'S OFFICE	MHZ RADIO MAINT-POLICE	GENERAL FUND	Patrol	6,960.00
	MHZ RADIO MAINT-FIRE	GENERAL FUND	Fire Operations	8,720.00
	MHZ RADIO MAINT-EOC	GENERAL FUND	Emergency Management	480.00
	MHZ RADIO MAINT-PARK & REC	GENERAL FUND	Emergency Management	720.00
	MHZ RADIO MAINT-STREETS	GENERAL FUND	Emergency Management	2,160.00
	MHZ RADIO MAINT-BLDG DIV	GENERAL FUND	Emergency Management	800.00
	MHZ RADIO MAINT-WW	GENERAL FUND	Emergency Management	<u>160.00</u>
			TOTAL:	20,000.00
SMALL LOT MN	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	720.00
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	<u>5.00</u>
			TOTAL:	725.00
SOUTHERN GLAZER'S WINE & SPIRITS-MN	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	9,170.62
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	74.98
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	2,571.96
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	56.87
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	7,310.12
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	82.92
	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	125.00
	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	6.25
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	2,106.88
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	30.62
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	7,617.41
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	52.50
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	590.92
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	13.75
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	5,419.06
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	60.27
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	541.96
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	9.60
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	2,503.77
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	40.96
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	2,116.32
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	37.12
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	5,253.89
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	49.28
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	547.87
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	8.00
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	945.00
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	5.12
	WINE CREDIT	LIQUOR	Westbound-Cost of Sale	<u>69.00</u>
			TOTAL:	47,280.02
SPEEDCUTTERS OUTDOOR MAINT LLC	IRRIGATION SVC-KLIEVER	GENERAL FUND	Parks Dept	758.10
	IRRIGATION SVC-LIONS PARK	GENERAL FUND	Parks Dept	1,335.41
	IRRIGATION SVC-PT COMPLEX	GENERAL FUND	Parks Dept	<u>4,736.73</u>
			TOTAL:	6,830.24
SPIKE'S	SUPPLIES	GENERAL FUND	Parks Dept	<u>277.90</u>
			TOTAL:	277.90
STAPLES BUSINESS ADVANTAGE	SUPPLIES	GENERAL FUND	Communications	13.74
	SUPPLIES	GENERAL FUND	Administrative Service	54.95
	SUPPLIES	GENERAL FUND	Human Resources	27.47
	SUPPLIES	GENERAL FUND	Finance	27.47

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	SUPPLIES	GENERAL FUND	Community Development	8.24
	SUPPLIES	GENERAL FUND	Planning	41.21
	SUPPLIES	GENERAL FUND	Building Safety	41.21
	SUPPLIES	GENERAL FUND	Environmental	5.49
	SUPPLIES	GENERAL FUND	Engineering	13.74
	SUPPLIES	GENERAL FUND	Parks & Rec Admin	27.47
	SUPPLIES	GENERAL FUND	Economic Development	<u>13.74</u>
			TOTAL:	274.73
STEP SAVER INC	BULK SALT	GENERAL FUND	Public safety building	169.50
	BULK SALT	GENERAL FUND	Public safety building	112.50
	BULK SALT	GENERAL FUND	Street Maintenance	<u>64.50</u>
			TOTAL:	346.50
JOE STREMPCHA	REIMB MILEAGE 5/1-3	GENERAL FUND	Finance	139.36
	REIMB MILEAGE 4/19-23	LIQUOR	Northbound-Operations	<u>148.74</u>
			TOTAL:	288.10
SUMMIT COMPANIES	FIRE EXTINGUISHERS MAINT/S	GENERAL FUND	Patrol	<u>1,380.75</u>
			TOTAL:	1,380.75
SUSA	2024 MEMBERSHIP DUES-STEVE	WASTEWATER TREATME	WWTS Administration	<u>125.00</u>
			TOTAL:	125.00
SYSCO MINNESOTA INC	POP/MISC/SUPPLIES	MULTIPURPOSE FACIL	Arena concessions	854.03
	POP/MISC/SUPPLIES	MULTIPURPOSE FACIL	Arena concessions	227.45
	POP/MISC/SUPPLIES	MULTIPURPOSE FACIL	Arena concessions	642.98
	POP/MISC/SUPPLIES	MULTIPURPOSE FACIL	Arena concessions	<u>28.72</u>
			TOTAL:	1,753.18
T-MOBILE	WIRELESS SVCS	GENERAL FUND	City Council	67.24
	WIRELESS SVCS	GENERAL FUND	Communications	34.52
	WIRELESS SVCS	GENERAL FUND	Information Technology	28.70
	WIRELESS SVCS	GENERAL FUND	Information Technology	244.95
	WIRELESS SVCS	GENERAL FUND	Building Maintenance	108.50
	WIRELESS SVCS	GENERAL FUND	Building Maintenance	28.70
	WIRELESS SVCS	GENERAL FUND	Police Administration	114.80
	WIRELESS SVCS	GENERAL FUND	Fire Operations	143.50
	WIRELESS SVCS	GENERAL FUND	Building Safety	57.81
	WIRELESS SVCS	GENERAL FUND	Code Enforcement	24.66
	WIRELESS SVCS	GENERAL FUND	Code Enforcement	19.27
	WIRELESS SVCS	GENERAL FUND	Street Maintenance	123.30
	WIRELESS SVCS	GENERAL FUND	Equipment Services	24.66
	WIRELESS SVCS	GENERAL FUND	Engineering	19.27
	WIRELESS SVCS	GENERAL FUND	Parks Dept	59.18
	WIRELESS SVCS	GENERAL FUND	Parks & Rec Admin	73.98
	WIRELESS SVCS	GENERAL FUND	Parks & Rec Admin	28.70
	WIRELESS SVCS	GENERAL FUND	Parks & Rec Admin	76.67
	WIRELESS SVCS	GENERAL FUND	Sr Citizen Programs	24.66
	WIRELESS SVCS	MULTIPURPOSE FACIL	Multipurpose Facility	49.32
	WIRELESS SVCS	WASTEWATER TREATME	WWTS Administration	98.64
	WIRELESS SVCS	WASTEWATER TREATME	WWTS Administration	28.70
	WIRELESS SVCS	LIQUOR	Westbound-Operations	<u>28.70</u>
			TOTAL:	1,508.43
TAHO SPORTSWEAR, INC.	VOLLEYBALL SHIRTS-KELLY	GENERAL FUND	Recreation Programs	70.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	VOLLEYBALL SHIRTS-ROYAL	GENERAL FUND	Recreation Programs	70.00
	VOLLEYBALL SHIRTS-PURPLE	GENERAL FUND	Recreation Programs	<u>70.00</u>
			TOTAL:	210.00
TRAFFIC & PARKING CONTROL CO INC	REPLACEMENT PARTS	GENERAL FUND	Parks Dept	<u>2,544.90</u>
			TOTAL:	2,544.90
TEAM LABORATORY CHEMICAL LLC	MEGA BUGS	WASTEWATER TREATME	WWTS Plant	1,144.50
	WEED KILLER & FLOOR CLEANER	WASTEWATER TREATME	WWTS Plant	<u>353.00</u>
			TOTAL:	1,497.50
TOWMASTER	INSTALL EQUIP- VIN 3599, # EQUIPMENT REPLACEMENT		Streets	<u>183,939.00</u>
			TOTAL:	183,939.00
WHEELER, INC	SUPPLIES	GENERAL FUND	Parks Dept	<u>252.52</u>
			TOTAL:	252.52
US AUTOFORCE	TIRES	GENERAL FUND	Parks Dept	<u>251.96</u>
			TOTAL:	251.96
VIKING COCA-COLA CO	POP/MISC	LIQUOR	Northbound-Cost of Sale	820.05
	POP/MISC	LIQUOR	Westbound-Cost of Sale	<u>690.15</u>
			TOTAL:	1,510.20
VINOPIA	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sale	112.00
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sale	<u>2.50</u>
			TOTAL:	114.50
WASTE MANAGEMENT	GARBAGE SVCS-PARKS	GENERAL FUND	Parks Dept	650.48
	APR GARBAGE TIPPING FEES	GARBAGE	Garbage	<u>21,028.69</u>
			TOTAL:	21,679.17
WATER LABORATORIES	WATER TESTING-LIONS PARK	GENERAL FUND	Parks Dept	35.00
	WATER TESTING-ORONO PK	GENERAL FUND	Parks Dept	<u>35.00</u>
			TOTAL:	70.00
WELLINGTON SECURITY SYSTEMS	INSTALL NEW DOOR CHIME	LIQUOR	Northbound-Operations	<u>451.54</u>
			TOTAL:	451.54
WHITE CAP, LP	PARTS	GENERAL FUND	Street Maintenance	176.92
	SUPPLIES	GENERAL FUND	Street Maintenance	60.34
	SUPPLIES	GENERAL FUND	Street Maintenance	45.04
	SUPPLIES	GENERAL FUND	Parks Dept	<u>73.84</u>
			TOTAL:	356.14
THE WINE COMPANY	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sale	622.67
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sale	<u>15.70</u>
			TOTAL:	638.37
WINE MERCHANTS	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sale	2,157.50
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sale	40.42
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sale	2,021.00
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sale	26.09
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	360.00
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	6.02
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	704.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	8.03
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	864.00
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	<u>17.20</u>
			TOTAL:	6,204.26
WINEBOW	WINE/LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	1,827.00
	WINE/LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	121.00
	WINE/LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	28.00
	WINE CREDIT	LIQUOR	Westbound-Cost of Sale	320.00-
	WINE/LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	954.00
	WINE/LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	453.00-
	WINE/LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	<u>16.00</u>
			TOTAL:	2,173.00
BRANDON WISNER	REIMB CELL PHONE JAN-MAR	STORM WATER	Storm Water	<u>90.00</u>
			TOTAL:	90.00
MARCI WOOD	REIMB CELL PHONE JAN/MAR	GENERAL FUND	Police Administration	<u>90.00</u>
			TOTAL:	90.00
WRUCK SEWER & PORTABLE RENTAL	PORTABLE RENTALS	GENERAL FUND	Parks Dept	<u>685.00</u>
			TOTAL:	685.00
WSB & ASSOCIATES INC	2024 WCA SERVICES	GENERAL FUND	Environmental	<u>3,491.50</u>
			TOTAL:	3,491.50
YALE MECHANICAL LLC	HVAC MAINT	GENERAL FUND	Building Maintenance	<u>1,809.50</u>
			TOTAL:	1,809.50
ZARNOTH BRUSH WORKS	PARTS	GENERAL FUND	Street Maintenance	<u>3,200.00</u>
			TOTAL:	3,200.00
LISA ZEMAN	PRESENTER FEE 4/11/24	GENERAL FUND	Sr Citizen Programs	<u>100.00</u>
			TOTAL:	100.00

===== FUND TOTALS =====

101	GENERAL FUND	191,489.56
211	LIBRARY	3,070.58
221	MULTIPURPOSE FACILITY	42,593.11
225	PARK DEDICATION FUND	8,104.50
228	LANDFILL	1,123.09
245	DEVELOPMENT FUND	5,916.00
290	CAPITAL OUTLAY RESERVE	27,532.88
291	INSURANCE RESERVE	419.61
401	PAVEMENT MANAGEMENT	14,373.00
403	STREET IMPROVEMENT	6,417.00
406	TRUNK UTILITIES	5,278.50
410	EQUIPMENT REPLACEMENT	183,939.00
411	TECHNOLOGY REPLACEMENT	6,805.34
440	PARK IMPROVEMENT FUND	311,129.28
602	WASTEWATER TREATMENT SYS	737,722.26
603	LIQUOR	374,647.40
605	GARBAGE	123,699.90
607	STORM WATER	1,714.39
821	DEVELOPER ESCROW	1,584.00

GRAND TOTAL: 2,047,559.40



Request for Action

To
City Council

Item Number
4.3

Meeting Date
May 6, 2024

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

Item Description
Community Event Center Organization Chart
Updates

Reviewed by:
Cal Portner
Tina Allard

Action Requested

Approve, by motion, a layoff of the following positions effective August 1, 2024:

- Facility Superintendent
- Facility Maintenance Manager
- Facility Maintenance Supervisor
- Assistant Facility Supervisor
- Customer Service Associate(s)

Approve, by motion, an organization chart with job descriptions as described in the attachments and publicly advertise the following positions for hire:

- Community Event Center Manager
- Assistant Manager
- Maintenance Supervisor
- Concessionaire Supervisor
- Administrative Assistant
- Building Supervisor(s)
- Customer Service Associate(s)

Background/Discussion

The City Council has maintained an expectation that the FT Center revenues cover operational costs. Over the past year, the Assistant City Administrator has evaluated the operation and the organizational staffing model. This process included a SWOT analysis completed by facility staff.

The result is a staffing model reorganization from a recreational facility-type organization to a hospitality-type staffing structure. This was primarily driven by the transition of concessions and catering to being managed and provided in-house and a need to enhance revenue through an increase in scheduled community-oriented events and programming in addition to existing amenity rentals.

The Elk River Vision

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



The proposed changes to the FT Center organization chart and job descriptions support the City Council's operational objective.

Financial Impact

The number of full-time staff will be reduced from seven to six. Estimated budget reductions are as follows:

- Full Time: \$154,212
- Part Time: \$21,518
- Total: \$175,730

Mission/Policy/Goal

Meet changing needs - Agile.

Attachments

1. Community Event Center Org Chart - May 1, 2024
2. Community Event Center Manager
3. Maintenance Supervisor
4. Concessions Supervisor
5. Assistant Manager
6. Administrative Assistant
7. Building Supervisor
8. Customer Service Associate

FT Center - Current Organization Chart

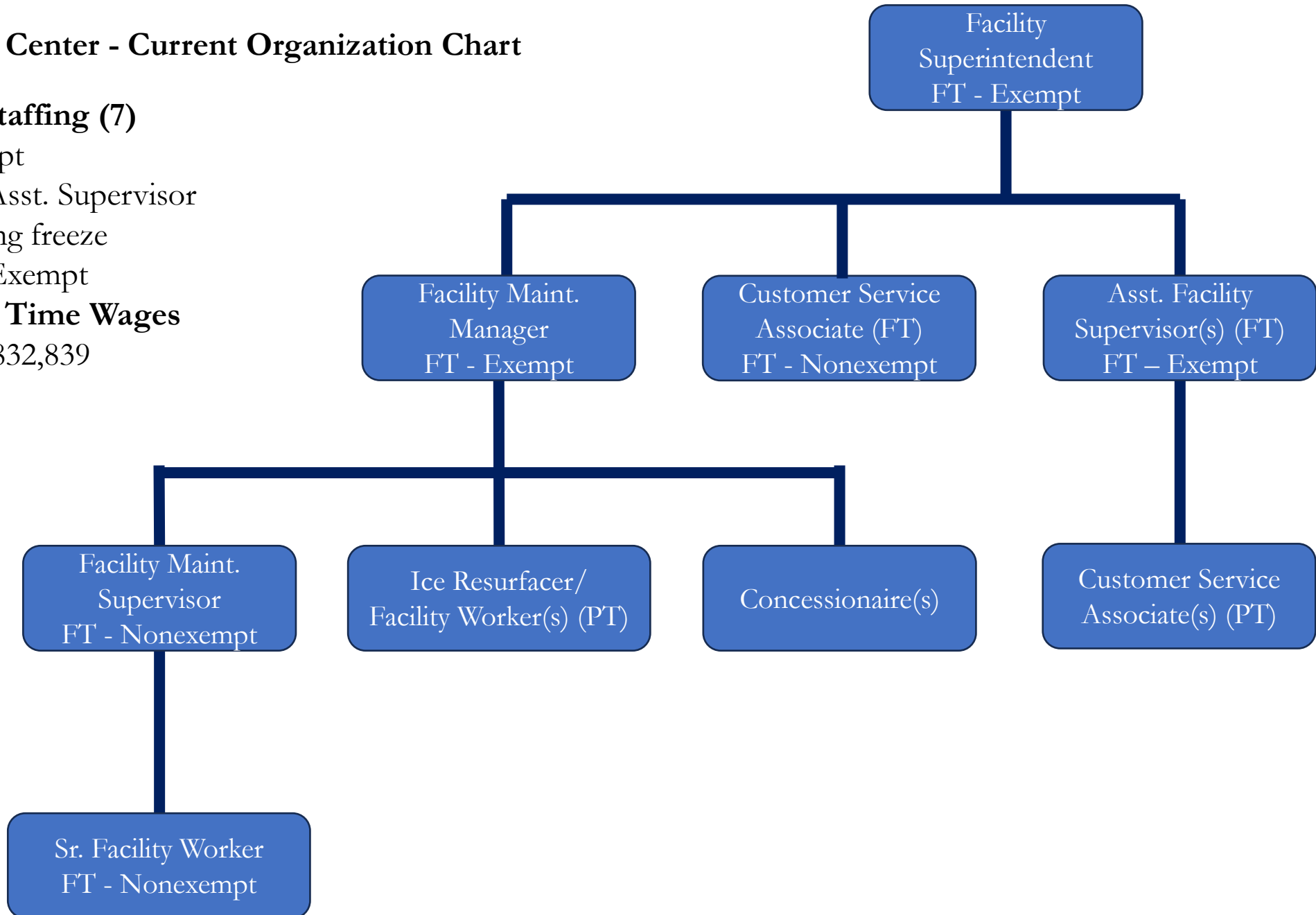
Full Time Staffing (7)

- 4 – Exempt
 - 2nd Asst. Supervisor
- Hiring freeze

- 3 - Non-Exempt

Annual Full Time Wages

Estimate: \$832,839



FT Center - Proposed Organization Chart Restructure

Full Time Staffing (6)

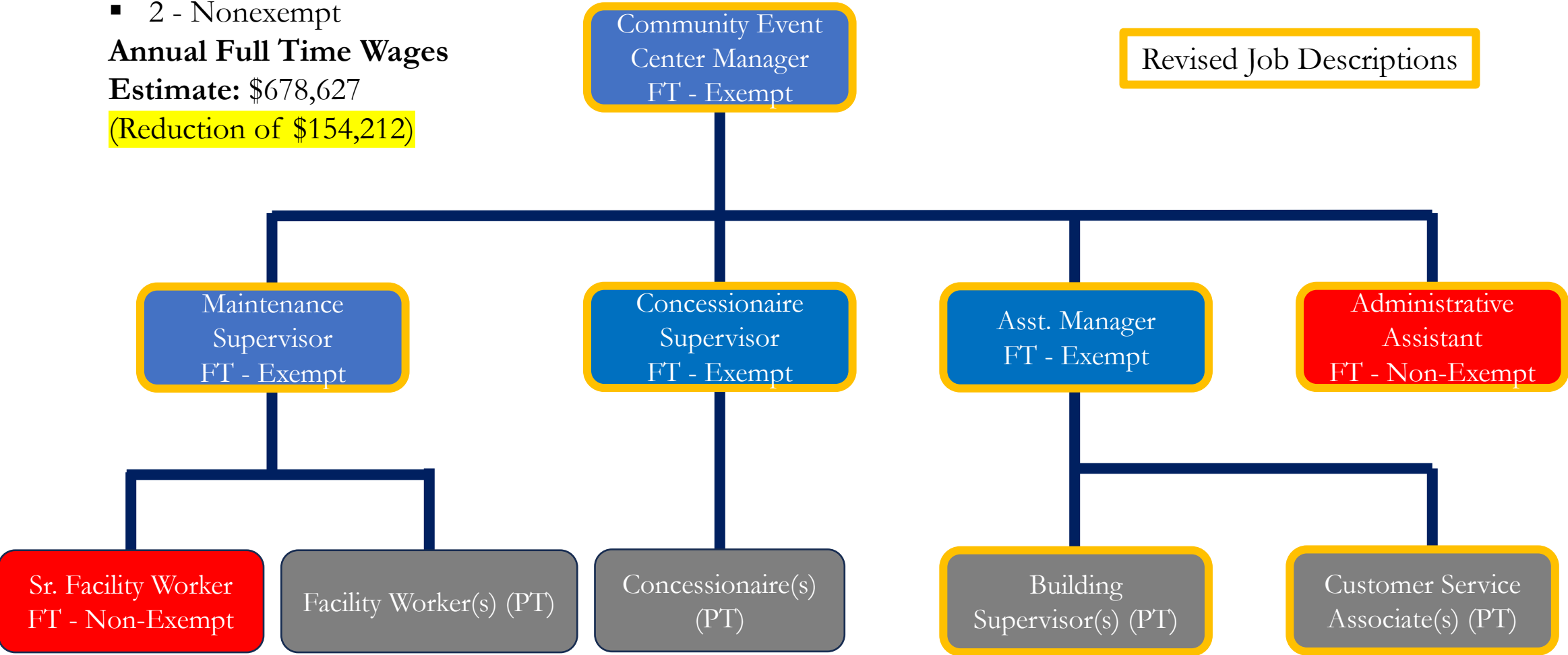
- 4 - Exempt
- 2 - Nonexempt

Annual Full Time Wages

Estimate: \$678,627

(Reduction of \$154,212)

Revised Job Descriptions



FT Center - Proposed Organization Chart Restructure Budget Impact Changes

Current

Positions	FLSA & Hrs/year.
Facility Superintendent	Exempt
Facility Maint. Manager	Exempt
Facility Maint. Supervisor	Nonexempt
Asst. Facility Supervisor(s)	Exempt
Senior Facility Worker	Nonexempt
Office Assistant	Nonexempt
Full Time Wages	\$832,839
Customer Service Associate(s)	Part time (64 hrs/week) \$24/hr avg.
Facility Worker(s)	Part time (101 hrs/week) \$20/hr avg.
Part Time Wages	\$216,976

Budget Reductions

- Full Time: \$154,212
- Part Time: \$21,518
- Total: \$175,730

Proposed

Positions	FLSA & Hrs/year.	Comments
Community Event Center Manager	Exempt: 8a-5p M-F (hours vary as needed)	Leader on Duty Rotation (as needed - Sub)
Assistant Manager	Exempt: 8a-5p M-F (hours vary as needed)	Leader on Duty Every 3rd Weekend (8a-5p Sat/Sun)
Maintenance Supervisor	Exempt: 8a-5p M-F (hours vary as needed)	Leader on Duty Rotation Every 3rd Weekend (8a-5p Sat/Sun)
Concessionaire Supervisor	Exempt 11a-8p W-F (24hrs) 11a - 8p Sat/Sun (16hrs) (hours vary as needed)	Leader on Duty Rotation Every 3rd Weekend (8a-5p Sat/Sun)
Senior Facility Worker	Nonexempt 6a-3p M-F (Flex as needed based on events)	Events such as Squach, high school games, youth tournaments. etc.
Administrative Assistant	Nonexempt: 8a-5p M-F (Flex as needed based on events)	Events such as commission meetings, section games, etc.
Est. Full Time Wages	\$678,627	
Customer Service Associate(s)	Part time: 5p-8p M-F (15hrs) 10a - 6p Sat/Sun (16hrs)	(31 hours/week) \$20/hr avg.
Facility Worker(s)	Part time: 3p-10p M-F (35hrs) 8a - 11p Sat/Sun (30hrs x2)	(95 hours/week) \$20/hr avg.
Building Supervisor(s)	Part time 5p - 10p M-F (25hrs) 5p - 11p Sat/Sun (12hrs)	(37 hours/week) \$24/hr avg.
Est. Part Time Wages	\$195,458	



City of Elk River

Community Event Center Manager

Position Description

Department/Division: Business Services/Multi-purpose Facility		Immediate Supervisor: Assistant City Administrator/Business Serv. Director
Pay Grade: 4E	FLSA Status: Exempt	Last Updated: (date) 5/2024
Positions Supervised: Maintenance Supervisor, Concessions Supervisor, Assistant Manager, and Administrative Assistant		
Position Summary The Community Event Center Manager oversees the day-to-day operations, develops, and coordinates event planning and implementation that align with the Multipurpose Facility Advisory Commission's goals, markets and negotiates the use of rentable and leasable space to optimize facility usage and meet budget expectations, and directs all operations of the Multi-purpose Facility in the most efficient and economical manner possible.		

Essential Functions

1. Plans, coordinates, and directs operations of the multipurpose facility amenities including meeting rooms, field house, senior center, concessions, and ice rinks.
 - A. Analyzes and evaluates opportunities ensuring innovation, providing quality services, maximizing potential revenue, and effectively meeting the needs and interests of residents and guests.
 - B. Plans, directs, and oversees the general operations and maintenance of the multipurpose facility, to ensure it meets the needs and interests of the community.
 - C. Enforces policy, practices, and other controls that improve the operation of the facility including mechanical systems.
 - D. Responsible for the development, supervision, and oversight of the facility emergency management plan protocols and administers a program of employee safety.
 - E. Researches and evaluates operating policies and procedures related to, but not limited to, facility rental fees, rental spaces, ice/dry floor rinks, drop-in program fees, complaint handling, food safety, sanitation, food service operations, and staffing models to make recommendations for changes.
 - F. Plans and coordinates rental facility operations, including rental packages, for the multipurpose facility.
 - G. Develops lease agreements and recruits tenants for retail space.
2. Performs short- and long-term planning and budgeting.
 - A. Prepares, develops, and monitors the multipurpose facility and senior center budgets including transactions, material assets, funds, and financial reports.

- B. Seeks, develops, and recruits naming rights and advertising opportunities for the facility.
 - C. Develops, coordinates, and evaluates data collection, analysis, and reporting procedures for the facility.
 - D. Assists in the preparation of the annual budget and oversees the implementation of approved budget.
3. Performs communication and reporting activities.
- A. Works with city staff to oversee and coordinate ongoing promotional initiatives and the timely development of publicity through a variety of print, website, and social media methods.
 - B. Meets with potential users and user groups to facilitate uses to meet their needs.
 - C. Solicits advertising, lease, and programming opportunities and negotiates pricing in accordance with facility values.
 - D. Identifies and coordinates the development of programs and activities to maximize the use of the facility.
 - E. Attends department, Multipurpose Facility Advisory Commission, and City Council meetings as required.
 - F. Provides administrative support to the Multipurpose Facility Advisory Commission.
 - G. Keeps the Assistant City Administrator/Business Services Director informed of significant matters.
4. Performs staffing and personnel activities.
- A. Coordinates, schedules, and supervises the multipurpose facility personnel to ensure effective staffing levels and optimum service delivery.
 - B. Provides direct supervision of assigned staff.
 - C. Identifies staffing needs and trains employees.
 - D. Assess and manages employee performance and provides timely feedback.
 - E. Performs timely annual performance reviews of supervised employees.
 - F. Ensures a safe work environment by training employees and continually assessing conditions of the facility.
5. 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

- ❑ Knowledge of the management and operation of a large-scale recreational facility.
- ❑ Knowledge in food safety and sanitation, food service operations, marketing essentials, events planning, operations, and management techniques of an ice arena.
- ❑ Skilled in communicating effectively, both orally and in writing, with elected officials, business leaders, community organizations, city staff, Multipurpose Advisory Facility Commissioners, and the public, including making formal presentations.
- ❑ Skilled in conflict resolution and the ability to manage facility/departmental issues.
- ❑ Skilled in managing several projects at one time and to organize personnel for high levels of productivity.
- ❑ Ability to read and interpret documents such as safety rules, operating and maintenance instruction, technical procedures, and governmental regulations. Ability to write routine reports and correspondence. Ability to effectively speak in public.

- ❑ Ability to research and conduct studies related to facility trends and issues and update plans accordingly.
- ❑ Ability to develop and maintain collaborative working relationships with a wide variety of sports and recreation related interest groups.
- ❑ Ability to supervise staff and motivate employees to work to their full potential.
- ❑ Ability to remain up to date on professional knowledge and skills.
- ❑ Ability to positively engage the public in ways that build constituent use and ownership of rentals and public facilities.

Minimum Qualifications

- ❑ Bachelor's degree in hospitality management, business management, or related field.
- ❑ Five years progressively responsible experience in the field of facility management
- ❑ Three years supervisory experience.
- ❑ Valid driver's license and good driving record.

Preferred Qualifications

- ❑ Master's degree in hospitality management, business management, or related field.

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City of Elk River

Maintenance Supervisor

Position Description

Department/Division: Business Services/Multi-purpose Facility		Immediate Supervisor: Community Event Center Manager
Pay Grade: 7E	FLSA Status: Exempt	Last Updated: (date) 5/2024
Positions Supervised: Senior Facility Worker, Ice Resurfacers/Facility Worker		
Position Summary The Facility Maintenance Supervisor is responsible for general operations and maintenance of the ice rink and its equipment in the most efficient and economical manner possible.		

Essential Functions

1. Assists in the day-to-day operations of the multi-purpose facility.
 - A. Supervises personnel to maintain facility effectiveness.
 - B. Carries out and enforces policies and practices.
 - C. Insures that safety and security measures are enforced.
 - D. Keeps Community Event Center Manager informed of important developments that he/she will need to know to effectively manage the operation of the facility.
 - E. Participates in the preparation of the annual budget, monitors expenditures and revenues.
2. Provides maintenance functions of the Multi-purpose Facility, rinks, and equipment.
 - A. Maintains the ice sheet in optimum condition when the rink is open to the public.
 - B. Carries out maintenance activities and preventive maintenance programs on facility machinery and equipment.
 - C. Provides general maintenance of the facility and grounds to ensure cleanliness and safety.
 - D. Ensures necessary repairs are made promptly.
 - E. Inspects and corrects any ice surface defects.
 - F. Identifies any maintenance problems with the ice refrigeration and resurfacing equipment and notifies supervisor.
3. Performs equipment operations.
 - A. Operates rink refrigeration equipment.
 - B. Operates resurfacing equipment in a safe manner, keeping ice hours on schedule.
4. Supervises maintenance personnel.
 - A. Recommends for hire, trains, and evaluates performance of maintenance staff in accordance with the personnel policies of the city.
 - B. Schedules personnel to provide adequate staff coverage for maintenance and operations.

- C. Performs timely annual performance reviews of all employees supervised.
 - D. Assigns workload to maintenance employees.
 - E. Trains maintenance personnel in facility equipment operations.
5. Performs other essential job duties.
- A. Regular and timely work attendance.
 - B. Follows all safety procedures.
 - C. Participates in safety training.
 - D. Performs skate sharpening.

Required Knowledge, Skills, and Abilities

- ☐ Knowledge of facility equipment to readily diagnose operating problems to minimize downtime.
- ☐ Knowledge of proper maintenance procedures.
- ☐ Knowledge of ammonia refrigeration/ice making system operation, maintenance, and safety procedures.
- ☐ Knowledge of facility administration and operations.
- ☐ Knowledge and experience of facility mechanical equipment.
- ☐ Skilled in operating custodial maintenance equipment.
- ☐ Ability to administer a budget.
- ☐ Ability to establish and maintain effective working relationships with others.
- ☐ Ability to train and supervise part-time employees.
- ☐ Ability to plan, supervise, and evaluate the work of others.
- ☐ Ability to deal with the public in a courteous and efficient manner.
- ☐ Ability to communicate effectively, both orally and in writing.
- ☐ On a frequent basis, must be able to lift 20 lbs. from floor to waist and have the ability to carry it over 250 feet.
- ☐ On a frequent basis, must be able to pull 95 lbs.

Minimum Qualifications

- ☐ High School diploma or equivalent.
- ☐ Valid driver's license and good driving record.
- ☐ Three years of experience with ice arena refrigeration systems, resurfacing machines, and building and equipment maintenance.
- ☐ Valid driver's license and good driving record.

Preferred Qualifications

- ☐ Certified courses in ice arena refrigeration.
- ☐ Postsecondary degree in arena maintenance or related field.
- ☐ Three years supervisory experience.

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.

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City of Elk River

Concessions Supervisor

Position Description

Department/Division: Business Services/Multi-purpose Facility		Immediate Supervisor: Community Event Center Manager	
Pay Grade: 8E	FLSA Status: Exempt		Last Updated: (date) 5/2024
Positions Supervised: Concession Worker			
Position Summary The Concessions Supervisor is responsible for leading team members to provide exceptional guest service and coordinating operational needs for the concessions stand and catering service.			

Essential Functions

1. Trains team members and assigns duties, evaluates, and documents job performance.
2. Ensures all food and beverage is prepared properly and meets quality standards.
3. Maintains level of inventory throughout shift and orders replacement stock as necessary.
4. Enforces city cash handling procedures and investigates any money and inventory discrepancies.
5. Resolves any guest or team member issues that may arise.
6. Provides direction and oversight to concession workers.
7. Ensures that all policies, procedures, and practices are adhered to, including compliance related to alcohol service, food handling/sanitation guidelines, and general safety policies and procedures.
8. Facilitates food service or catering services for facility renters, including in-house catering options.
9. Works any open shifts to ensure location is fully operational and city standards pertaining to speed of service and guest satisfaction are met.
10. Performs other essential job duties as directed.
 - a. Regular and timely work attendance.
 - b. Follows all safety procedures.

- c. Participates in safety training.
- d. Sets up and takes down chairs, tables, etc., for meetings.
- e. Assists in operating and maintaining ice resurfacing equipment.
- f. Assists in identifying and correcting ice surface defects.
- g. Keeps supervisor informed of important developments to effectively maintain operations.
- h. Takes initiative to perform other duties or assume other responsibilities as time allows.

Required Knowledge, Skills, and Abilities/Minimum Qualifications

- ❑ Knowledge of basic food handling, sanitation, and customer service.
- ❑ Ability to communicate with employees, co-workers, volunteers, management staff, and guests in a clear, business-like, and respectful manner.
- ❑ Ability to calculate basic math functions (addition, subtraction, multiplication, division, percentages) as they relate to POS cash/credit transactions, cash reconciliation, and product inventory.
- ❑ Ability to work well in a team-oriented, fast-paced, event-driven environment.
- ❑ Ability to handle cash accurately and responsibly.
- ❑ Ability to lift 50 pounds.

Minimum Qualifications

- ❑ Valid Minnesota driver's license and good driving record.
- ❑ High school diploma or equivalent.
- ❑ Three years of food service work experience or an associate degree in hospitality management plus two years of food service work experience.

Preferred Qualifications

- ❑ Supervisor experience in a fast-food or catering environment.

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.

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City of Elk River

Assistant Manager

Position Description

Department/Division: Business Services/Multi-purpose Facility		Immediate Supervisor: Community Event Center Manager
Pay Grade: 8E	FLSA Status: Exempt	Last Updated: (date) 5/2024
Positions Supervised: Customer Service Associate, Building Supervisor		
Position Summary The Assistant Manager is responsible for customer service, security, sponsorship solicitation, programing events, and supervision of the entire facility during events as assigned. Work hours will be days, evenings, and weekends with ability to flex based on the facility's customer service needs.		

Essential Functions

1. Provides overall supervision of the building to ensure all rentals, programs, and events are running smoothly and customers are served beyond their expectations.
 - A. Supports the facility team with evening and weekend rentals and events; this includes scheduling staff to set up and tear down for events and providing AV and set up/tear down assistance as needed.
 - B. Assists with rental facility operations, including rental packages.
 - C. Answers questions and provides direction for customers and part-time staff.
 - D. Maintains a strong on-site presence to monitor programs and activities in the multipurpose facility and ensures compliance with established city policies for staff and customers.
 - E. Occasionally opens and closes facility by disabling and enabling facility security alarm system and oversees security cameras and related systems.
 - F. Participates in the preparation of the annual budget, monitors expenditures and revenues.
 - G. Assists the Community Event Center Manager in coordinating the requisition of supplies and equipment for the facility.
 - H. Registers patrons for recreation programs, classes, and senior center memberships. Collects registration fees and payments for rentals and merchandise sales.
 - I. Coordinates with community organizations to schedule programs, rentals, and events; prepares rooms for program activities, rentals, meetings, and events.
 - J. Keeps the Community Event Center Manager informed of significant matters.
 - K. Communicates sponsorship opportunities with private partners and cultivates a strong working relationship to ensure sponsor needs are fulfilled.
 - L. Coordinates vendor trade shows and recreational programing opportunities within the facility.
2. Performs staffing and personnel activities.
 - A. Assists in hiring, training, scheduling, and supervising the day-to-day work of part-time staff.

- B. Assists in ensuring a safe work environment by training employees and continually assessing conditions of the facility.
 - C. Works closely with the Maintenance Supervisor to schedule part time staff to support evening and weekend games, events, and programs in the facility.
3. Performs other essential job duties.
- A. Regular and timely work attendance.
 - B. Communicates effectively with team members.
 - C. Follows all safety procedures and participates in safety training.
 - D. Performs other duties as assigned.

Required Knowledge, Skills, and Abilities

- ☐ Knowledge of customer service philosophies and practices.
- ☐ Ability to establish positive rapport by using tact and discretion with customers and staff.
- ☐ Ability to communicate effectively, both orally and in writing.
- ☐ Ability to develop and maintain collaborative working relationships with a wide variety of sports and recreation related interest groups.
- ☐ Ability to supervise staff and motivate employees to work to their full potential.

Minimum Qualifications

- ☐ Two years post-secondary education in hospitality, recreation management, or related field.
- ☐ Two years of work experience in hospitality, recreation, or a recreation facility.
- ☐ One year of supervisory experience.
- ☐ Valid driver's license and good driving record.
- ☐ Basic understanding of Microsoft Office.
- ☐ Basic understanding of recreation software or the ability to learn within the first three months of employment.
- ☐ Current CPR/AED certification or ability to obtain within first six months of employment.

Preferred Qualifications

- ☐ Bachelor's degree in hospitality, recreation, or related field.

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City of Elk River

Administrative Assistant

Position Description

Department/Division: Business Services/Multi-purpose Facility	Immediate Supervisor: Community Event Center Manager	Last Updated: (date) 5/2024
Pay Grade: 5N	FLSA Status: Non-Exempt	Employment Status: Full-Time
Positions Supervised: N/A		
Position Summary The Administrative Assistant performs a variety of duties including, but not limited to, scheduling, billing, event coordinating, answering and directing phone calls and email correspondence, and performing other administrative and clerical duties as assigned.		

Essential Functions

1. Performs receptionist and clerical duties.
 - A. Answers and directs phone calls.
 - B. Responds to emails sent to community event center email address.
 - C. Assists Manager with monthly Commission packet preparation.
 - D. Processes weekly deposits to finance division.
 - E. Monitors change bag and cash handling processes.
 - F. Creates directional posters for rentals.
 - G. Assists with customer service associate interviews.
 - H. Assists training new staff.
 - I. Codes invoices to corresponding funds.
 - J. Sorts and delivers mail.
 - K. Accepts registrations and facility use applications.
 - L. Orders, inventories, and maintains program and office supplies.
 - M. Performs general filing.
 - N. Types memos using word processing software.
2. Performs registration duties.
 - A. Processes class and facility registration.
 - B. Processes cash and check deposits, credit card transactions, and refunds.
 - C. Assigns account codes to invoices.
 - D. Maintains petty cash.
 - E. Runs registration deposit reports as needed.
3. Performs facility scheduling and billing duties.
 - A. Books and bills all ice, turf, and room rentals as well as assigns locker rooms and addresses special accommodation requirements for events.
 - B. Maintains room rental request database for prospective clients.

- C. Follows up with events for feedback and potential future bookings.
 - D. Communicates weekly scheduling notes at staff meetings highlighting special accommodation needs and event details.
 - E. Serves as liaison for large event customers.
4. Performs other essential job duties.
- A. Regular and timely work attendance.
 - B. Follows all safety procedures.
 - C. 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 paying attention to detail.
- ☐ 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

- ☐ Receptionist experience.
- ☐ General accounting experience or education.
- ☐ Experience working in a Community Center or similar facility.

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City of Elk River

Building Supervisor

Position Description

Department/Division: Business Services/Multi-purpose Facility	Immediate Supervisor: Assistant Manager	Last Updated: (date) 5/2024
Pay Grade: Per Comp Plan	FLSA Status: Non-Exempt	Employment Status: Part-Time
Positions Supervised: None.		
Position Summary The Building Supervisor is responsible for the evening and weekend operations and supervision of the facility including basic building maintenance, staff supervision, and guest services.		

Essential Functions

1. Provides overall supervision of the facility, staff, members, and guests in the absence of management staff.
2. Responds to safety and emergency situations, using the emergency action plan, and follows up with a detailed accident/incident report.
3. Provides customer services to facility users by giving tours and answering questions and concerns.
4. Assists building staff with duties related to cleaning, maintenance, providing work breaks to staff when needed, and room setup/takedown.
5. Informs management of staff or guest issues and projects as requested as well as related code of conduct issues or problems that occurred such as: reporting staff absences, tardiness, scheduling changes based on needs, etc.
6. Monitors the building cleanliness and cleans when issues are found.
7. Ensures that all policies, procedures, and practices are adhered to by all staff and guests.
8. Works primarily nights and weekends to ensure the facility is fully operational and opening and closing routines are followed.

9. Performs other essential job duties as directed.
 - a. Regular and timely work attendance.
 - b. Follows all safety procedures.
 - c. Participates in safety training.
 - d. Sets up and takes down chairs, tables, etc., for meetings.
 - e. Assists in operating and maintaining ice resurfacing equipment.
 - f. Assists in identifying and correcting ice surface defects.
 - g. Keeps supervisor informed of important developments to effectively maintain operations.
 - h. Takes initiative to perform other duties or assume other responsibilities as time allows.

Job Expectations

- ☐ Ensures a high level of service and commitment towards operational success.
- ☐ Empathetically listens and communicates for understanding when navigating conflict.
- ☐ Effectively tailors communications to the appropriate audience.
- ☐ Provides staff with feedback, coaching, guidance, and support.
- ☐ Provides others with frameworks for making decisions.
- ☐ Holds staff accountable for high-quality results, frequently following up with management.
- ☐ Shares new insights and ideas based on experiences.
- ☐ Facilitates changes; models adaptability and an awareness of the impact of change.

Required Knowledge, Skills, and Abilities

- ☐ Ability to communicate effectively.
- ☐ Ability to work well in a team-oriented, fast-paced, event-driven environment.
- ☐ Ability to handle cash accurately and responsibly.
- ☐ Ability to lift 50 pounds.

Minimum Qualifications

- ☐ Valid Minnesota driver's license and good driving record.
- ☐ High school diploma or equivalent.
- ☐ Experience in facility management or a related field.
- ☐ Skills in supervision and customer service.
- ☐ CPR, First Aid and AED certifications are required within 30 days of employment.

Preferred Qualifications

- ☐ Supervisory experience.

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City of Elk River

Customer Service Associate

Position Description

Department/Division: Business Services/Multi-purpose Facility	Immediate Supervisor: Assistant Manager	Last Updated: (date) 5/2024
Pay Grade: N/A	FLSA Status: Non-Exempt	Employment Status: Part-Time
Positions Supervised: N/A		
Position Summary The Customer Service Associate performs a variety of duties including, but not limited to, answering phones and welcoming visitors to the facility. Also performs registration, fee collection, and clerical duties as assigned.		

Essential Functions

1. Performs receptionist duties.
 - A. Receives incoming calls.
 - B. Answers routine questions.
 - C. Greets the public with a smile and positive, helpful attitude.
 - D. Explains services, programs, and procedures.
 - E. Opens, closes, and secures the building.
2. Performs clerical support duties.
 - A. Sorts and delivers mail.
 - B. Accepts registrations and facility use applications.
 - C. Performs general filing.
3. Performs registration duties.
 - A. Processes class and facility registration.
 - B. Processes cash and check deposits, credit card transactions, and refunds.
4. Performs other essential job duties.
 - A. Regular and timely work attendance.
 - B. Follows all safety procedures.
 - C. Participates in safety training.

Required Knowledge, Skills, and Abilities

- ☐ Skilled in interpersonal and public relation skills.
- ☐ Skilled in paying attention to detail.
- ☐ Ability to work as a team member.
- ☐ Ability to adapt to and introduce change.
- ☐ 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.
- ☐ One year of experience with Microsoft Office, specifically Excel, Outlook, Word, and Publisher.
- ☐ Valid driver's license and good driving record.

Preferred Qualifications

- ☐ Receptionist experience.
- ☐ Experience working in a Community Center or similar facility.

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
4.4

Meeting Date
May 6, 2024

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

Item Description
Resolution 24-20: Donation from Zimmerman Fire
Relief Association

Reviewed by:
Lori Stich
Cal Portner
Tina Allard

Action Requested

Adopt, by motion, Resolution 24-20 accepting a gift from the Zimmerman Fire Relief Association for \$2,000.00 with sincere appreciation.

Background/Discussion

The Zimmerman Fire Relief Association has graciously donated funds to be used towards the purchase of an AED. The AED will be located in the Elk River Senior Center at their request. A Zoll AED kit and cabinet is estimated at \$1,980.

This item was on a previous agenda, however the required resolution was not included.

Financial Impact
None.

Mission/Policy/Goal
Responsible for every dollar – good stewards

Attachments
I. Zimmerman Fire Relief Association Donation Resolution

The Elk River Vision

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





**City of Elk River
City Council**

Resolution 24-_____

**A Resolution of the City Council of the City of Elk River Acknowledging
Contributions**

WHEREAS, the City of Elk River is grateful to all civic groups, organizations, and individuals for their contributions to the community; and

WHEREAS, the City of Elk River received a \$2,000 donation from the Zimmerman Fire Relief Association with the intent it be used by the Senior Center for purchase of an AED.

NOW, THEREFORE, BE IT RESOLVED by the City Council, by at least four-fifths vote, to acknowledge the support and commend the Zimmerman Fire Relief Association for their donation.

The motion for adoption of the foregoing resolution was introduced by Councilmember _____ and duly seconded by Councilmember _____, and upon vote being taken thereon, the following voted in favor thereof: _____ and the following against: _____, whereupon said resolution was declared duly passed and adopted.

The following members were present: _____
and the following absent: _____

Passed and adopted this _____ day of _____ 2024.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk





Request for Action

To
City Council

Item Number
4.5

Meeting Date
May 6, 2024

Prepared By
Karen Wingard, Farmer's Market/Event Coordinator

Item Description
Agreement 24-11 Between Elk River Fire Foundation and Elk River Farmers Market

Reviewed by:
Joe Stremcha
Cal Portner
Tina Allard

Action Requested

Adopt, by motion, Agreement 24-11 between the Elk River Fire Foundation and Elk River Farmers Market for reimbursement of promotional tokens.

Background/Discussion

From the direction of the Office of the State Auditor regarding gift cards (token equivalent) and our Public Purpose Expenditure Policy. Attached is the agreement for the 2024 outdoor market between the city and Elk River Fire Foundation to financially facilitate the promotional programs at the Elk River Farmers Market through October 10, 2024.

Financial Impact

The sponsorship money allocated to the promotional programs will be directed to the Elk River Fire Foundation. In addition, a donation of at least \$1,000 is provided to the Elk River Fire Foundation for their 2024 outdoor market fund management services. The Elk River Farmers Market will cover Fire Foundation expenses necessary to facilitate reimbursement of the promotional tokens.

Mission/Policy/Goal

Ethical, efficient, and responsible

Attachments

- I. 2024 outdoor market signed contract ER Fire Foundation

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April 9, 2024

Missy Wilson
President, Elk River Fire Foundation
13836 186th Lane NW
Elk River, MN 55330

Dear Missy:

This letter of contract is to formalize the agreement between the Elk River Fire Foundation and the City of Elk River Farmers Market regarding the partnership to assist with the financial disbursement of current promotional tokens at the market.

The term of the contract shall be for the 2024 outdoor farmers market season. The Elk River Farmers Market will direct sponsorship money tied to promotional programs of the market directly to the Fire Foundation. If after the outdoor market, there is not a minimum fund balance of \$1,000 in the account of Elk River Farmers Market sponsorship money, an additional donation will be made to equal \$1,000. If additional fees are incurred to the Fire Foundation due to facilitating reimbursement of the promotional tokens those fees will be paid by the Elk River Farmers Market through a supplemental donation covering the additional expenses. If funds remaining are more than \$1,000, the excess funds will be retained by the Fire Foundation.

In return, the Fire Foundation will reimburse vendors for the promotional tokens three (3) times per season. The Elk River Farmers Market will provide an invoice for each vendor listing the payment amount due.

Partnership benefits will include:

1. Elk River Fire Foundation logo and name listed as a contributing partner to the Elk River Farmers Market on all marketing material.
2. Opportunities for the Fire Foundation to attend the market at any time they should choose.
3. Marketing materials for the Elk River Fire Foundation at the main city table.

13065 Orono Parkway
Elk River, MN 55330
763.635.1000



ElkRiverMN.gov

Sincerely,



Karen Wingard
Special Events Coordinator
City of Elk River

ELK RIVER FIRE FOUNDATION

I hereby accept the terms and conditions as outlined in this agreement to provide reimbursement to vendors of the Elk River Farmers Market from sponsorship funds donated as noted herein.

By: Must Hooper
(with delegated authority)

Title: Elk River Fire Foundation Treasurer

Date: 4/10/24

CITY OF ELK RIVER

The City of Elk River certifies that the appropriate representatives have executed the contract on behalf of the city as required by applicable articles or bylaws.

By: _____ Date: _____

John J. Dietz, Mayor

By: _____ Date: _____

Tina Allard, City Clerk



Request for Action

To
City Council

Item Number
4.6

Meeting Date
May 6, 2024

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

Item Description
Memorandum of Understanding Agreement 24-12
for Hemp-based THC Payment Processing

Reviewed by:
Lori Stich
Joe Stremcha
Cal Portner
Tina Allard

Action Requested

Approve, by motion, the Memorandum of Understanding Agreement 24-12 for hemp-based THC payment processing with PayProtec.

Background/Discussion

Hemp-based THC sales continue to grow every month. This trend is in spite of being a cash-only operation, as customers routinely seek to make payments with debit and credit cards. Staff have considered installing an ATM, but a negative time-consuming customer experience with cash-only would still remain. Staff feel this modern form of payment processing is a vital component in maximizing our operational growth potential.

Westbound and Northbound's credit card payment processor (Heartland) does not allow hemp-based THC product transactions. Heartland has made no efforts to make policy changes to enable the credit card payments for this federally legal product authorized by both the state and federal law. PayProTec is the most compatible vendor that works with our current point-of-sale software that will enable hemp-based THC credit card payments.

Financial Impact

PayProTec has a 0.20% processing fee on all transactions. Staff estimates a \$5,788.78 increase in annual credit card processing fees resulting from the switch from Heartland based on the 2023 sales history for all products sold through our POS.

Mission/Policy/Goal

Good stewards.

Attachments

- I. Hemp based THC Payment Processing MOU with PayProTec (May 2024)

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Memorandum of Understanding

This **MEMORANDUM OF UNDERSTANDING** (“MOU”) is made and entered into as of the ____ day of _____, 2024 by and between the **CITY OF ELK RIVER**, a Minnesota municipal corporation (“City”) and the **PAYPROTEC**, a Delaware limited liability company, 250 Stephenson Hwy, Troy, MI 48083 (“PPT”).

RECITALS

WHEREAS, the City has applied for merchant payment processing services through PPT, and the parties have entered into a Merchant Processing Agreement, relating to the City’s municipal liquor stores located at 13484 185th Ave. NW, Elk River, MN, 55330, and 19348 Evans St. NW, Elk River, MN 55330 (collectively, the “Stores”); and

WHEREAS, the City has completed PPT’s CBD Attestation and High Risk Attestation; and

WHEREAS, the City desires to sell hemp-derived cannabinoid products at the Stores as allowed under Federal and Minnesota law; and

WHEREAS, the Parties wish to memorialize their collective understanding of the types of products covered by and allowed under the CBD Attestation and High Risk Attestation.

NOW, THEREFORE, the City and PPT have reached the following understandings:

- 1. Purpose.** The purpose of this MOU is to establish a mutual understanding of the parties’ understanding.
- 2. Products.** The City intends to sell products containing hemp-derived THC from the Stores, as allowed under Minn. Stat. § 151.72 and Minn. Stat. Chapter 342, as amended (“Cannabinoid Products”). Cannabinoid Products shall contain less than 0.3% dry weight of any tetrahydrocannabinol.
- 3. Compliance with Law.** The City shall ensure that all Cannabinoid Products sold from the Stores shall comply with all relevant Minnesota laws and regulations.
- 4. Definition of “Ingestible CBD.”** The term “ingestible CBD,” as used in the Merchant Processing Applications, Merchant Processing Agreement, Attestations, and any other agreement, attestation, or form containing terms of any agreement between the parties related to payment processing, shall include Cannabinoid Products. It is expressly understood and agreed to by the parties that the City may sell Cannabinoid Products from the Stores, subject to the general terms and conditions of all agreements between the parties.
- 5. Representation of Authority.** The undersigned executing this agreement represent and warrant that they have been duly authorized to execute this agreement and that this agreement shall bind it to the terms and obligations contained herein.

6. Full Agreement, Modification. This MOU supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties related to the terms herein. Any modification to this MOU must be in writing and be signed by both parties.

City of Elk River, MN

PayProTec

John J. Dietz, Mayor

By: _____

Its: _____

Tina Allard, City Clerk



Request for Action

To
City Council

Item Number
4.7

Meeting Date
May 6, 2024

Prepared By
Ryan Sandhoefner, Engineering Project Manager

Item Description
Agreement 24-13 for Minimum Damage Assessment (MDA) Quotes for Mississippi Road Trail Easements and to Accept Quote

Reviewed by:
Justin Femrite
Cal Portner
Tina Allard

Action Requested

Approve, by motion, Agreement 24-13 with Evergreen Land Services Company to perform Minimum Damage Assessments (MDAs) on affected properties for the Mississippi Road Trail Project and to accept the quote not to exceed \$40,200.

Background/Discussion

The adopted Trail Master Plan and Capital Improvement Plan both identify a project to construct several missing trail connections along Mississippi Road between Waco Street and Orono Road. Through the final plan development, it was determined that several easements from private properties need to be procured. Some of these are temporary easements to allow adequate work area for trail construction, and others are permanent to allocate an area for permanent trail infrastructure.

The valuation of each easement acquisition is expected to fall below the threshold of \$25,000 which makes them a candidate for Minimum Damage Assessments (MDAs), rather than full appraisals. MDAs are not technically an appraisal, but a format promoted by MnDOT to be used for uncomplicated acquisitions up to a value of \$25,000, including simple partial acquisitions where only land or land and minor improvements are involved.

Staff recommends retaining a professional to help with the MDAs and negotiations to secure the necessary easements.

Financial Impact

The cost to procure MDA valuations with title work for all parcels totals \$40,200.00.

Mission/Policy/Goal

Responsible for every dollar - good stewards

Attachments

- I. Evergreen Land Services Company Quote

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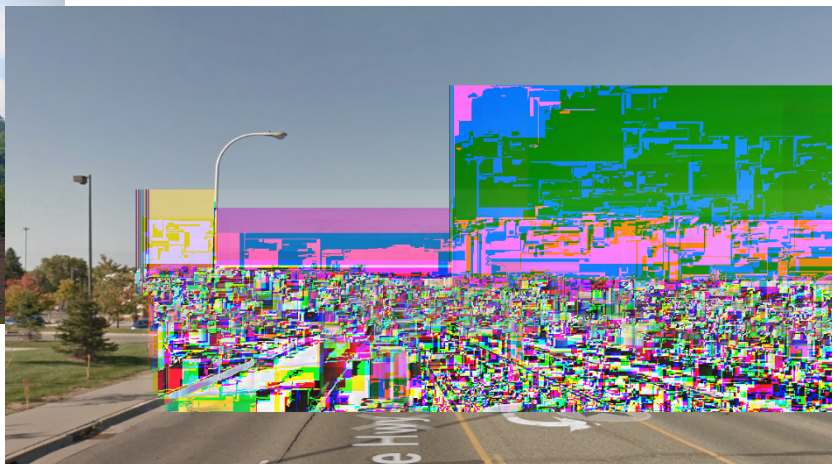


New Bituminous Trail System



evergreen
LAND
SERVICES
COMPANY

APPRAISAL, ACQUISITION
AND RELOCATION SPECIALISTS



Prepared for the City of Elk River

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Company Overview

Evergreen Land Services Company (ELS) specializes in all aspects of land and land rights acquisition and valuation.

ELS has been providing right-of-way and land acquisition services that includes appraisal and relocation services, to governmental, public utilities and other private entities since 1972.

ELS has a decade long history of successful partnering with multiple state, county and municipal agencies as well as private engineering and legal firms. ELS strives to be a valued team member in assisting clients to meet their goals and timelines.

ELS provides the full spectrum of land and right-of-way services including planning, route selection, project counseling, field title investigation, valuation, acquisition, relocation, public meetings, permitting, industry education, regulatory and audit compliance and many more services. All of ELS actions, activities, processes and policies are in compliance with the Federal Uniform Act governing land and land rights acquisition.

ELS team members hold all applicable licenses required by law to acquire land for right-of-way projects and appraisals.

ELS is a MNDOT pre-qualified consultant in the areas of direct purchase, field title investigations, appraisal and relocation services. ELS is the designated right-of-way consultant for multiple municipalities.

ELS is committed to meeting our client's right-of-way needs in a professional and timely manner. Our goal is to provide the highest service and product through education, experience and perseverance.

ELS has a reputation for completing projects on schedule, within budget and without loss of Federal or State Aid Funds. ELS's ability to meet deadlines is well recognized by many clients who have selected ELS to assist with their projects.

ELS has been through the auditing process several times with Mn/DOT and the Federal Highway Administration. Audits are necessary to receive certain funding. We have received compliments in these audits on our files, record keeping, success in our accomplishments and the meeting of budgets and schedules.

ELS has found that some land acquisition and relocation projects are controversial. However, we feel an experienced and qualified staff can do a great deal to overcome the misconceptions about the program and the acquisition and relocation process.

Company Overview

The ELS team consists of the following personnel:

CONSULTANT TEAM

ELS President, Acquisition Manager
ELS Vice President, Relocation Manager
Acquisition Agent
Appraisal Consultant

Matthew Storm, SR/WA
Steve Carlson
Stuart (Bud) Storm
Patricia Nolan

Appraisal Services

Evergreen Land Services Company (ELS) offers appraisal services to our clients. ELS has a Certified General Real Property Appraiser on staff who has experience with the appraisal of partial acquisitions. ELS can provide the following appraisal formats:

1. Appraisal Report – can be used for any type of acquisition and is a typical format in the industry. The Appraisal Report format must be provided when the intended users include parties other than the client.
2. Restricted Appraisal Report – can be used for acquisitions of typical residential properties, vacant land, or for partial acquisitions involving easily supported damages to the remainder of the property. When the intended users do not include parties other than the client, a Restricted Appraisal Report may be provided.
3. Minimum Damage Assessments (MDA's) – this format is not technically an appraisal, but is a format promoted by Mn/DOT to be used for uncomplicated acquisitions up to a value of \$25,000, including simple partial acquisitions where only land or land and minor improvements are involved.

In conjunction with the “Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970” (commonly known as the Uniform Act), ELS offers property owners the opportunity to accompany the appraiser on the inspection of their properties and treats the property owners with respect.

Appraisals are prepared in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP) as well as Mn/DOT or other agency regulations.

Appraisal Review - ELS can also provide appraisal review services. Reviews can be via form or narrative reports depending on the client's request and the complexity of the appraisal. Review criteria includes sound appraisal principles and USPAP conformance, as well as Mn/DOT or other agency regulations.

Consultation - ELS understands the appraisal process and requirements and can provide appraisal expertise in the form of consultation for appraisal contracting or condemnation.

Appraisal Fees – Fees are dependent on the client's desired appraisal format and the complexity of the appraisal problem, but can be via an hourly rate of \$90.00 plus costs or a charge per appraisal.

Acquisition Services

The acquisition process typically begins with an initial meeting with the client's staff to discuss project coordination and procedures. After receiving the appraisal of fair market value for each parcel, ELS staff will develop an acquisition file and prepare the Just Compensation Offer to be signed. ELS then meets with each individual owner to present the offer and review the appraisal, conduct negotiations with each property owner, and be available for questions from each owner regarding the acquisition file. All owners receive an information booklet explaining their rights and the acquisition process.

If the owner agrees on the acquisition price, both parties execute a purchase agreement, and a closing is set up with the closing agent and the title company. If the acquisition involves easements, ELS initiates the signing of the documents and recording at the county recorder's office. If the owner does not agree with the offer, and after an appropriate amount of time in negotiations, the client's attorney may initiate eminent domain proceedings with requested assistance from ELS.

The Acquisition Services include the following:

- Meet with client's staff to discuss project coordination, timing and procedures.
- Attend any other meetings with staff as required.
- Read appraisal and review appraisals for each parcel and discuss with appraiser and reviewer as necessary.
- Prepare just compensation offer letter for signature on all parcels.
- Prepare landowners information booklet for each parcel.
- Deliver offer letter and booklet to owners and begin negotiations.
- In negotiations, gather information and work towards resolving disagreements and disputes to get a purchase agreement or easement signed.
- All written and oral communication will be documented in each file.
- Prepare purchase agreements for all files.
- Prepare easement documents for all files.
- Prepare a weekly report on status of negotiations.
- Work with relocation team concerning vacancy dates and other activities.
- Coordinate closings and recording of instruments with the title company.
- Record easement documents.
- Work with the client's attorney or title company on issues concerning marketable title.
- If condemnation is necessary, provide services as directed by client's attorney.

Relocation Services

The project approach assists all the impacted residents and businesses, eligible for assistance under the Federal Guidelines, in relocating to adequate replacement accommodations as quickly as possible. In addition, ELS can assure each project is performed in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended, to maximize federal participation. All impacted residential homeowners, tenants, and businesses will be treated in a just manner and receive adequate compensation under the applicable guidelines.

ELS operates a cost effective and efficient program and addresses all the special needs of the individual residential homeowner, tenant and business. We make a concerted effort to find workable solutions to all problems related to the relocation program. We anticipate the usual range of difficulties, together with new challenges, with each project and have the capabilities to address all of these issues.

The Relocation Services include the following:

- Initial meeting with the client's staff to discuss project coordination and procedures.
- Meeting(s) with the public and occupant(s) to discuss and provide written general information on relocation benefits, documentation required, and the process applicable to each of their situations.
- Determine needs and preferences for the move and replacement location for the owner and occupants. Explain relocation benefits, the process involved with relocation and documentation requirements.
- Offer advisory services regarding the move, explanations of relocation benefits and procedures and other assistance as necessary.
- Prepare the required general information, eligibility and 90-day vacate notices for client's review and signature.
- Assist the displaced occupants to identify and document eligible reimbursable relocation costs and confirm that the submitted costs are reasonable and necessary per the regulations.
- Conduct research for comparable properties, inspect comparable properties and provide referrals to available replacement properties, as requested.
- Prepare claims for relocation payment and make recommendations to the client regarding the eligibility of relocation benefits requested by the displaced occupants.
- Throughout the project, address questions and concerns of the displaced occupants, and advise the occupants of their rights and obligations in the relocation process.
- Throughout the project, review the project/relocation status and review any questions and concerns.
- Document and close out file once all relocation benefits are issued.

This list of tasks is not all-inclusive. Our activities comply with Minnesota Statutes and the Uniform Act regulations and include all steps required in the process together with additional steps as may be helpful. All written and oral communication is documented in each file and a bi-weekly status report is updated and presented to the client.

Resumes

Matthew S. Storm, SR/WA. President, Evergreen Land Services Company. Matt has over 25 years' experience in real estate and right of way acquisitions. Matt's background in commercial property management, leasing and land sales dovetails into his current work of property and right of way acquisitions. He is knowledgeable in both field title and courthouse title work.

Matt has experience in complex acquisitions, including large individual acquisitions for government sites and numerous smaller acquisitions for road projects. Matt has managed numerous projects, including Mn/DOT projects, that included both acquisition and relocation services.

Matt has attained the "SR/WA" professional designation from the International Right of Way Association. He also served as President of the Minnesota Chapter of the International Right of Way Association. He has been a presenter at Mn/DOT's annual Right Of Way Professionals Conference. Matt holds a Minnesota and North Dakota Real Estate Brokers license and has a Minnesota Notary License.

Specialties/Expertise:

- Project Management
- Title Work
- Field Title
- Negotiations
- Document Preparation

Professional Associations:

- SR/WA Designation from International Right of Way Assoc.
- Past President of IRWA local Chapter 20
- Past IRWA Chapter 20 Professional Development Chair

Licenses:

- Real Estate Broker – MN
- Real Estate Broker - ND
- Minnesota Notary

Sampling of Project Experience

- Elm Creek Interceptor, Metropolitan Council
- Northern Lights Expansion, Northern Natural Gas
- Northwest Sewer, City of Inver Grove Heights
- CSAH 15 Road Project, Washington County
- Flagstaff Ave. Road Project, City of Farmington
- Lowry Avenue Road Project, Hennepin County
- Clear Lake Drive Road Project, Waseca County
- Highway 62 Crosstown, MN/DOT
- Highway 70, Pine County, MN/DOT
- Portland Avenue, City of Richfield
- City of Edina – 50th and France
- CapX 2020 Transmission line
- City of City of Brooklyn Center – Former Knox site acquisition
- Otter Tail County Road 9 & 38 Improvement Project
- Cottonwood County CSAH 7
- Xcel Energy Huntley-Wilmarth Transmission line

Steven Carlson. Vice President, Evergreen Land Services Company. Steven (Steve) is the Relocation Manager for Evergreen Land Services. He is the expert that handles all relocation projects, including residential, commercial and industrial relocations. Steve works closely with the displacee and the client to ensure that all paperwork is completed, that all regulations are followed, and the relocation is successful.

Steve also has experience in direct acquisitions (negotiations). However, ELS maintains separation of duties so that Steve does not negotiate and perform relocation work on the same parcel.

Steve has been a presenter numerous times at Mn/DOT's annual Right of Way Professionals Conference and is on the organizing/planning committee for the conference. Steve holds a Minnesota Real Estate License as well as a Minnesota Notary License.

Specialties/Expertise:

- Relocation Specialist
- Negotiations
- Document Preparation
- Bachelor of Science, UWRF
- "BUY THE FARM" procedures as needed with the CAPX2020 Project

Professional Associations:

- Economic Development Association of Minnesota (EDAM)
- Committee Member for Mn/Dot Annual Right-of-Way conference

Licenses:

- Real Estate Salesperson – MN
- Minnesota Notary

Sampling of Project Experience

- Great River Energy CAPX2020. Working on buying, selling and relocating "BUY THE FARM" properties.
- CSAH 15 Road Project, Washington County
- Lowry Avenue Road Project, Hennepin County
- Robert Street Improvements, West St. Paul
- Highway 62 Crosstown, MN/DOT
- Richfield Parkway Connection 66th Street, Richfield
- Northwest Sewer Project, City of Inver Grove Heights
- Clear Lake Drive Road Project, Waseca County

Stuart “Bud” Storm

Tel: (651) 882-0200

Cell: (612) 875-3461

Email: Stuarts@elsco.net

Bud has over 40 years experience in real estate and the right of way acquisition field. Over 20 of these years Bud was with Northern States Power Company, now Xcel Energy, serving as Supervisor of Right of Way Acquisition. He supervised 10 field agents and 3 permit agents.

He finished a year and one half project for enXco securing land leases for two 200 megawatt Wind Farm projects in the Sioux Falls area of South Dakota. This required negotiating with over 200 property owners which included a couple of corporations and attorneys. He also worked with enXco’s engineer to determine locations and secure sites for required MET towers.

He also worked on two other Wind Farm projects for Nexus Solutions, one in the NE corner of Arkansas in the Ozarks. This project was a 200 plus megawatt project involving over 100 land owners. The other project was finishing up a project south of Wichita Falls Texas. This involved only 10 land owners but covered over 15,000 acres.

Bud also worked on the CapX 2020 Brookings South Dakota to Hampton Minnesota.

He has been a presenter at numerous conferences and seminars including the International Right of Way Association. He was chairman for the 1998 International Right of Way Educational Seminar held in Minnesota. He holds a Minnesota Real Estate Brokers License and has a Minnesota Notary License.

Patricia Nolan. Appraiser, Nolan Appraisals, LLC. Patricia has been in the appraisal field since 1986 and has been with Evergreen since 2006. Prior to joining our team, Patricia was an appraiser with Appraisal Concepts Company for 20 years. Patricia has experience in right of way acquisition appraisals for agricultural, residential and commercial properties including full before and after appraisals. She has managed numerous highway acquisition, trail and utility projects. In addition, Patricia has appraised land for various city expansion projects, Xcel substation sites, MnDOT projects and light rail. Patricia also has review experience for acquisitions projects. Patricia also has knowledge and experience appraising properties for mortgage purposes, estate planning, insurance purposes, divorce settlement, etc.

Specialties/Expertise:

Appraisals for -
Acquisition
Estate Planning
Mortgage Purposes
Divorce Settlement
Insurance Purposes

Licenses:

Minnesota Certified General Real Property Appraiser

Education:

- All Real Estate Courses 101-108
- General Report Writing & Case Studies, Appraisal Institute
- General Appraisal & Sales Comparison Approach, Appraisal Institute
- Right of Way Professional Workshops (annually)

Sampling of Project Experience:

- Sibley County CR 160 Reconstruction Project
- Hennepin County 66th Street Reconstruction Project
- City of Edina Sewer Project
- SEH Intercity Nine Mile Creek Trail Project
- SRF West St. Paul Robert Street Reconstruction Project
- Ramsey County Maryland Avenue Reconstruction Project
- Anoka County CSAH 14 Reconstruction Project
- Anoka County Centerville Road Reconstruction Project
- Anoka County CSAH 57 Road Project
- MNDOT Central Corridor Light Rail
- Northern Lights Expansion, Northern Natural Gas
- City of St. Louis Park Highway 7/Louisiana Avenue Project
- Hennepin County CSAH 9 Reconstruction Project
- Nicollet County CSAH 5 Reconstruction Project
- City of Maplewood Highway 36/English Street Interchange
- MN Energy, Worthington area Market Study
- Xcel Energy

References

Current Client Services:

Steele County:

CSAH 48 & 49

Contact: Paul Sponholz, Assistant County Engineer

Telephone: 507-444-7672

- Purchase of a single family home.
- Relocation of single family home.

County of Sherburne:

County Roads 20 & 73

Contact: Scott Herider, Right of Way Agent

Telephone: 763-765-3303

Contact: David Roedel, County Engineer

Appraisal and Acquisition

- 68 parcel project

City of Red Wing:

Sturgeon Lake Road:

Contact: Jay Owens, City Engineer

Telephone: 651-385-3625

- Appraisal and Acquisition
- 5 parcel project

Belgrade Township:

Kerns Drive

Contact: Mary Milbrath, Supervisor

Telephone: 507-779-1466

- Box Culvert Replacement
- Appraisal and Acquisition
- 5 parcel Project

City of Virginia:

Public Safety Facility

Contact: John Sullivan, Community Development Planner

Telephone: 218-748-7500

- Acquisition and Relocation
- 39 parcel Project

References

Past Client Services

Hennepin County:

City of Richfield 66th Street Reconstruction

Contact: Eric Drager, P.E.

Telephone: 612-348-4182

- 19 Total Take Appraisals
- 12 Single Family Relocations

Weber Parkway

Contact: Brian Gust

Telephone: 612-596-0321

- 70 MDA Valuation Reports

Osseo Road

Contact: Brian Gust

- 22 Appraisal Reports

Sibley County:

County Road 160 Reconstruction

Contact: Tim Becker, Public Works Director

Telephone: 507-237-4115

- Appraisals
- 5 parcels of residential and agricultural land

Xcel Energy:

Various Powerline Projects

Contact: Chris Rogers, Senior Land Rights Agent

Telephone: 612-330-6078

- Acquisition and Appraisals

Huntley to Wilmarth Transmission Line

- 170 parcels of new acquisitions

Mn/Dot – District 2 - Duluth:

Trunk Highway 70

Contact: Roberta Dwyer, Administrator

Telephone: 218-725-2781

- 40 Parcels Field Title and Acquisition

Trunk Highway 23

Contact: Roberta Dwyer, Administrator

Telephone: 218-725-2781

- 50 Parcels Field Title and Acquisition

References

Complete Client List

MUNICIPALITIES			
Austin	Appleton	Arden Hills	Blaine
Brooklyn Center	Brooklyn Park	City of Brooklyn Center	Columbia Heights
Coon Rapids	Cottage Grove	Crystal	Duluth
Eagan	Elk River	Elko New Market	Edina
Faribault	Farmington	Fridley	Golden Valley
Hugo	Inver Grove Heights	Jordan	Lexington
Lino Lakes	Long Lake	Mahtomedi	Mankato
Maple Grove	Maplewood	Mendota Heights	Minneapolis
Minnetonka	Minnetrista	Monticello	Mound
Mounds View	New Brighton	New Hope	Newport
Oak Grove	Oakdale	Otsego	Plymouth
Prior Lake	Ramsey	Richfield	Roseville
Rosemount	Savage	Shakopee	Shoreview
Shorewood	Sleepy Eye	South St. Paul	St. Anthony
St. Cloud	St. Louis Park	St. Paul	St. Peter
Vadnais Heights	Wadena	West St. Paul	Winona
Woodbury	Worthington	Fargo, ND	Grand Forks, ND
COUNTIES & TOWNSHIPS			
Anoka County	Carver County	Chisago County	
Columbus Township	Dakota County	Hassen Township	
Hennepin County	Nicollet County	Otter Tail County	
Ramsey County	Scott County	St. Louis County	
Sibley County	Stearns County	Steele County	
Vermillion Township	Washington County	Waseca County	
UTILITIES, PUBLIC ENTITIES, ENGINEERING PARTNERS, ETC.			
Amoco Oil Company	Blandin Paper Company	Bolton & Menk	
Canadian Pacific Railway	Dakota County Electric	Duluth ISD	
Enbridge	enXco Midwest	Farmington ISD	
Great River Energy	Integrus	Koch Industries	
Lakehead Pipe Line Company	Met Council	Metro Transit Commission	
Minnesota Pipeline Company	Minnesota Power	MN Dept. of Transportation	
MN Energy Resources	MN Parks & Trail Council	New Prague ISD	
Nexus Energy Solutions	North Central Public Service	Northern Minnesota Utilities	
Northern Natural Gas	NuStar Energy	Prior Lake/Savage ISD	
Prior Lk./Spring Lk.Watershed	Qwest	Ryan Companies	
SEH	Southern MN Municipal Power	Washington County ISD	
Sprint	SRF	City of Burnsville	
TKDA	Ultieg	Union Carbide Corporation	
US Army Corps of Engineers	Valley Creek Watershed District	Viking Pipeline Company	
Western Gas Utilities, Inc	Xcel Energy	Wideth Smith Nolting	

Fees

2024 RATE SCHEDULE

Acquisition Services

Acquisition Manager	\$95.00 per hour
Acquisition Agent	\$90.00 per hour

Appraisal Services

Appraisal Manager	\$95.00 per hour
Appraiser	\$90.00 per hour
Appraisal	Per Appraisal

Appraisals are usually charged on a per appraisal basis, but appraiser can also bill for work on an hourly basis.

Relocation Services

Relocation Manager	\$95.00 per hour
Relocation Consultant	\$90.00 per hour

Title Services

Title Company or Law Firm	\$350.00 per parcel
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Expenses

Vehicle mileage allowance (IRS Rate)	\$0.625 per mile/IRS Rate
--------------------------------------	---------------------------

Per Diem & Misc. Costs

Meals	\$41.00/day
Hotel	Actual costs

Miscellaneous costs consist of such items as maps, copies of documents, expendable material, recording fees, subcontractor or other costs required to complete projects.



Request for Action

To
City Council

Item Number
4.8

Meeting Date
May 6, 2024

Prepared By
Tina Allard, City Clerk

Item Description
Resolution 24-21 Governing Write-in Vote
Counting

Reviewed by:
Cal Portner
Tina Allard

Action Requested
Adopt, by motion, Resolution 24-21 governing write-in vote counting.

Background/Discussion

During the 2023 legislative session, there were numerous changes in election laws. One change the city can make is to adopt a resolution governing the counting of write-in votes for city races on the ballot. The resolution may:

- Require a candidate to file a written request no later than the seventh day before a city election if a candidate wants their vote individually recorded; or
- Require that write-in votes for a candidate will only be tallied if the total number of write-in votes for that office is equal to or greater than the fewest number of non-write-in votes for a ballot candidate.

Additionally, new in law, in order for a write-in to be valid and counted, it now must be marked in the oval opposite the blank where a voter writes an individual's name.

To take effect, the resolution must be adopted before the first day of filing for office. Once adopted, it will remain in effect until reversed by a subsequent resolution.

Because the write-in vote-counting process can be time-consuming and requires resources that do not result in a change of the election results, along with receiving many frivolous names on the ballot, staff recommends adopting a resolution that the write-in votes will only be tallied if the total number of write-in votes for that office is equal to or greater than the fewest number of non-write-in votes for a ballot candidate.

Here are some examples that show what this adopted resolution would look like in a few scenarios.

Scenario I	Write-in Count Required
Total Votes in a Council Member Race	126
Candidate A	75
Candidate B	25
Total Write-in Votes	26

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Scenario 2

Total Votes in a Council Member Race
Candidate A
Candidate B
Total Write-in Votes

Write-in Count NOT Required

126
75
26
25

Scenario 3

Total Votes in a Council Member Race
Candidate A
Total Write-in Votes

Write-in Count Required

126
60
66

Financial Impact

N/A

Mission/Policy/Goal

N/A

Attachments

I. Resolution



**City of Elk River
City Council**

Resolution 24-_____

**A Resolution of the City Council of the City of Elk River Governing Write-in
Vote Counting**

WHEREAS, Minnesota Statute §204B.09, subdivision 3 authorizes a city to adopt a resolution for the counting of write-in votes;

WHEREAS, a city that adopts a resolution must do so before the first day of filing for office;

WHEREAS, city election officials spend considerable time and resources to count and individually record write-in votes cast, many of which are frivolous; and

WHEREAS, in order to save city time and resources, it is in the best interest of the City of Elk River to have restrictions on the counting of write-in votes consistent with the provisions of Minnesota Statute §204B.09, subdivision 3.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows: Votes for write-in candidates will only be individually recorded if the total number of write-in votes for that office is equal to or greater than the fewest number of non-write-in votes for a ballot candidate for that office.

BE IT FURTHER RESOLVED that pursuant to Minnesota Statute §204B.09, subdivision 3, this resolution shall remain in effect until a subsequent resolution on the same subject is adopted by the city.

Passed and adopted this 6th day of May 2024.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk





Request for Action

To
City Council

Item Number
4.9

Meeting Date
May 6, 2024

Prepared By
Ryan Sandhoefner, Engineering Project Manager

Item Description
Resolution 24-22: Rolling Hills Sewer Extension
Funding Authorization

Reviewed by:
Justin Femrite
Cal Portner
Tina Allard

Action Requested

Adopt, by motion, Resolution 24-22 for the Minnesota Public Facilities Authority Grant Funding Assistance for Rolling Hills Sewer Extension Project.

Background/Discussion

Through the state's Special Appropriation Grant Program (SPAP), \$1.1 million was appropriated to help fund the connection to the city sewer system due to a failing private cluster septic system in the Rolling Hills Development. Minnesota Management and Budget (MMB) has requested a resolution authorizing the use of existing Trunk Utility Funds to ensure adequate funds to cover upfront costs that exceed the SPAP allocation of \$1.1 million. Currently, the city has paid \$1,227,173.64 for work completed to date. The total cost associated with the project is \$2,333,051.63. This resolution acts as a formal assurance to MMB that the city is able to cover upfront costs associated with the Rolling Hills Sewer Extension project, and is a requirement for release of the grant funds. No changes to funding sources or costs are being requested.

Financial Impact

None

Mission/Policy/Goal

Opportunity to live, work, and play

Attachments

I. Resolution 24-

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City of Elk River City Council

Resolution 24-_____

A Resolution of the City Council of the City of Elk River for the Minnesota Public Facilities Authority Grant Funding Assistance for Rolling Hills Sewer Extension Project

WHEREAS, the City of Elk River (“City”) has the legal authority to apply for financial assistance, and the institutional, administrative, and managerial capability to ensure adequate acquisition, construction, maintenance and protection of the proposed project described as designing and constructing a lift station that will connect to the new low-pressure sanitary force main in the northeast part of the city to the city’s existing sewer system.

WHEREAS, the City hereby pledges to complete the project or phase if it exceeds the total funding provided by the proposed \$1,100,000 grant from the Minnesota Public Facilities Authority.

WHEREAS, the City has the financial capability to provide any required balance of funds to complete the project and that the source of City’s funds shall be \$2,333,051.63 (full project cost) from its trunk utility fund, and will not include other State funding sources. To date the city has spent \$1,227,173.64 of its own funds on project costs, which will later be reimbursed with assessments collected from the participating homeowners and proceeds from the SPAP grant, when available.

WHEREAS, the City has not incurred any reimbursable expenses prior to the effective date of the agreement.

WHEREAS, that the city has not violated any Federal, State, or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

WHEREAS, upon approval of its application by the state, the City may enter into an agreement with the State of Minnesota for the above- references project, and that the City certifies that it will comply with all applicable laws and regulations as stated in the contract agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows: that the Mayor and City Clerk are hereby authorized to execute such agreement as is necessary to implement the project on behalf of the City.

Passed and adopted this _____ day of _____ 2024.



John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk





Request for Action

To
City Council

Item Number
4.10

Meeting Date
May 6, 2024

Prepared By
Lauren Wipper, Human Resources Manager

Item Description
Termination of Employment of Wastewater
Operator Christopher Clark effective April 18, 2024

Reviewed by:
Lauren Wipper
Cal Portner
Tina Allard

Action Requested
Approve, by motion, the employment termination of Christopher Clark effective April 18, 2024.

Background/Discussion
Wastewater Operator Chris Clark has been on multiple leaves of absence and has exhausted his FMLA and paid leave time. With his absence, the wastewater division has been working short-handed, which has been significantly challenging. In light of this, we have made the difficult decision to request the termination of Mr. Clark's employment so we can bring the division back to full staff.

Financial Impact
None

Mission/Policy/Goal
N/A

Attachments
None

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Request for Action

To
City Council

Item Number
4.11

Meeting Date
May 6, 2024

Prepared By
Lauren Wipper, Human Resources Manager

Item Description
Post Employment Health Care Savings Plan

Reviewed by:
Lauren Wipper
Cal Portner
Tina Allard

Action Requested

Approve, by motion, the addition of a Post Employment Health Care Savings Plan policy for retiring department directors and city administrator.

Background/Discussion

Post-Employment Health Care Savings Plans (HCSP) are authorized for public employees under Minnesota State Statute 352.98. These are tax-free medical savings accounts which are frequently utilized by union employee groups. The statute requires a defined employee group and all members of that group must participate according to the terms of the policy.

Upon the next Personnel Policy Manual update, the attached policy will be incorporated into the General Benefits section of the policy.

Financial Impact

Severance Pay is currently paid directly to the employee as gross income. Because HCSP contributions are pre-tax, there is actually a savings to the city for the employer's share of Medicare and Social Security contributions.

Mission/Policy/Goal

N/A

Attachments

- I. Directors and CA PEHCSP

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Post Employment Health Care Savings Plan

Upon retirement, Department Directors and City Administrator shall contribute 100% of their Severance Pay, as paid according to policy, to their Post Employment Health Care Savings Plan unless the Employee has opted out of the program which is approved due to a qualified exemption rule: this provision is irrevocable as set forth by law. Should an Employee choose this opt-out provision, it will be paid to the Employee as severance.

Upon the death of an Employee, contributions can no longer be made to the HCSP. Any payments owed but not yet paid into the HCSP will be paid out as regular income in accordance with state and federal law.



Request for Action

To
City Council

Item Number
4.12

Meeting Date
May 6, 2024

Prepared By
Lauren Wipper, Human Resources Manager

Item Description
Separation Agreement and Waiver of Claims:
Brandon Wisner

Reviewed by:
Cal Portner
Tina Allard

Action Requested

Approve, by motion, the Separation Agreement and Release with Engineering Project Manager Brandon Wisner.

Background/Discussion

Brandon Wisner's last day with the city was April 17, 2024. As part of the Severance Pay requirements, a release of claims must be executed. Mr. Wisner returned his signed Agreement at the end of his workday on April 17.

Financial Impact

As per Severance Pay policy.

Mission/Policy/Goal

Elk River Mission Statement

Attachments

I. B Wisner

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SEPARATION AGREEMENT AND RELEASE

1. Separation From Employment and Severance Payment.

I, Brandon J. Wisner, (referred to throughout this Separation and Release Agreement in the first person) understand that my last day of employment with the City of Elk River (the "City") will be April 17, 2024 (the "Separation Date"). I understand that City policy ("Severance Pay") provides that I may be eligible to receive a portion of my unused sick leave if I meet the following conditions: 1) I must resign in good standing; 2) I must provide proper written notice of my resignation in accordance with City policy; and 3) I must execute a release of claims. The amount I may be eligible for is determined in accordance with the Severance Pay policy. For purposes of this Agreement, the third condition described above is the "Release Condition"; the first and second conditions are the "Other Conditions."

I understand that in order to be eligible for a portion of my unused sick leave in connection with my separation from employment, I must satisfy the Other Conditions according to their terms and I must satisfy the Release Condition by signing and not rescinding this Separation Agreement and Release ("Agreement"). As of April 6, 2024, the amount of my unused sick and ESST ("sick") leave is 410.7466 hours and my regular rate of pay at the time I gave notice to resign was \$52.6082 per hour. If I satisfy the Release Condition and the Other Conditions, pursuant to the Severance Policy, the portion of my unused sick leave that I will receive is 50% up to 480 hours. Accordingly, the sum total of the cash payment that I will receive for my unused sick leave if I satisfy the Release Condition and the Other Conditions will be ten thousand eight hundred four dollars and thirty-two cents (\$10,804.32) plus the product of my regular rate of pay and 50% of the number of any sick leave hours that I accrue and minus the product of my regular rate of pay and 50% of the number of any sick leave hours that I use between April 7, 2024, and the Separation Date (the "Severance"). The Severance will be paid on the first pay day following 18 days after I sign this Agreement, provided I sign and do not rescind the Agreement.

I understand that the Severance payment will be subject to normal deductions that the City is obligated by law to make, or believes in good faith it is obligated by law to make. No representations as to taxability or tax treatment of the Severance have been made to me by the City. I understand that I will receive the Severance only if I satisfy the Other Conditions and sign this Agreement and do not rescind it within the fifteen (15) calendar days described below under Opportunity to Rescind.

2. No Other Benefits.

I understand that except for the Severance payment described in this Agreement, following the Separation Date I shall receive no other benefits. All my rights under the City's benefit plans shall be governed in accordance with the terms of such plans. I acknowledge receipt of applicable summary plan descriptions relating to such plans. I understand that I will no longer be an employee of the City after the Separation Date, and I hereby relinquish any rights I may have had under the City's employee policies and any contractual rights I may have had under any agreements with the City.

3. Return of Property.

As of the date of my signing of this Agreement, I warrant that I have returned the originals and all copies of all the City files, documents, software, hardware, keys, office equipment, all records and documents related to the City, and all other City property in my possession or under my control. If I find any City property after I sign this Agreement, I will promptly return it.

4. No Further Claim to Compensation.

This Agreement fully and completely satisfies any and all obligations between the City and me that arise out of or relate to my employment, except for my final paycheck to be paid on April 26, 2024, and all payments required under this Agreement to be paid on the first pay day following 18 days after I sign and return this Agreement. I have no claim to any compensation from the City, in any form, beyond the compensation that is specifically described in Paragraph 1 through 4 of this Agreement.

5. Complete Release.

In return for the Severance payment and other benefits provided herein, which I acknowledge are good and sufficient consideration for all aspects of this Agreement, I, on behalf of myself and all of my past, present and future heirs, executors, administrators, agents, attorneys, insurers, subrogees, lienors, trustees, indemnitors, principals, servants, representatives, employees, partners, predecessors, successors and assigns, hereby release the City, and any of its subsidiaries and affiliated entities, and all of their respective current and former officers, agents, directors, employees, independent contractors, shareholders, attorneys, accountants, insurers, representatives, predecessors, successors and assigns, both individually and in any representative capacity (collectively, the "Released Parties"), from each and every legal claim, demand or grievance of any kind ("Claim"), whether known or unknown, existing at any time up to and including the date I sign this Agreement, including without limitation any claim, demand or grievance in any way arising out of or related to my employment with the City, or my separation of employment with the City.

I understand and agree that this Agreement is a full, final and complete settlement and release of the Released Parties of any and all Claims, whether known or unknown, including but not limited to any Claim I may have under: the federal or any state constitution; Employment Retirement Income Security Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Equal Pay Act; the Family and Medical Leave Act; the Age Discrimination in Employment Act; the Minnesota Public Employment Labor Relations Act; the Minnesota Veterans Preference Act; the Minnesota Government Data Practices Act; the Minnesota Employment, Wages, Conditions, Hours, and Restrictions Laws (Minn. Stat. Chapter 181); the Minnesota Whistleblower Act; section 176.82 of the Minnesota Worker's Compensation Act; the Minnesota Human Rights Act; the Minnesota Public Employment Labor Relations Act; and any other federal, state, or local government laws, regulations or executive orders governing employment. I further understand and agree that I am releasing any Claim I may have, whether known or unknown, for: payment of compensation or

benefits of any kind; fraud or misrepresentation; promissory estoppel; wrongful or constructive discharge; defamation; invasion of privacy; breach of covenant of good faith and fair dealing; reprisal or retaliation; breach of contract; breach of a collective bargaining agreement; unjust enrichment; negligence; negligent hiring; supervision and retention; intentional or negligent infliction of emotional distress; and any other Claim arising under any law.

I further agree that if any Claim I release in this Agreement is prosecuted in my name before any court or administrative agency, I will waive any benefits I obtain through such prosecution and will not take any award of money or other damages from such Claim.

Notwithstanding the foregoing, this Agreement does not release any rights or claims I may have under the Minnesota Human Rights Act or the Age Discrimination in Employment Act that arise after I sign this Agreement or that arise from acts occurring after I sign this Agreement. Furthermore, this Agreement does not release any post-separation rights I may have under an ERISA welfare benefit or pension plan that are specifically provided for in the applicable plan document or required by law, any rights I may have under any plan subject to Section 409A of the Internal Revenue Code of the United States to the extent the release would cause a violation of Section 409A, or any rights to post-separation benefits continuation under state or federal law. This Agreement also does not prevent me from pursuing any claim to enforce this Agreement, or any right or claim that by law may not be waived.

6. Period for Review and Consideration.

I acknowledge, agree, represent, and warrant that I have been provided twenty-one (21) days in which to consider whether to sign this Agreement. I understand that I may use as much or as little of this twenty-one (21) day period as I wish prior to signing this Agreement. I also understand that upon the expiration of this twenty-one (21) day period, the offer to enter into this Agreement may be revoked if I have not by then accepted it. I also acknowledge that I have been advised by the City to seek advice of an attorney of my choosing and that I have had the opportunity to obtain such advice before I signed this Agreement. I acknowledge that if I sign this Agreement before the twenty-one (21) calendar days have elapsed, I am voluntarily waiving my right to the twenty-one (21) day review period.

7. Opportunity to Rescind Under the ADEA and MHRA.

I recognize that by signing this Agreement I am waiving and releasing any employment discrimination, retaliation, or other claims that he might have under the Age Discrimination in Employment Act ("ADEA"). After I sign this Agreement, I will have seven (7) calendar days to revoke my waiver and release of any claims arising under the ADEA. This right of revocation applies only to claims arising under the ADEA. For a revocation of claims under the ADEA to be effective, it must be personally delivered to Lauren Wipper, City of Elk River, 13065 Orono Parkway, Elk River, Minnesota 55330, or sent by United States certified mail, return receipt requested and postmarked within the 7 day period.

I recognize that by signing this Agreement I am waiving and releasing any employment discrimination and retaliation claims that I might have under the Minnesota Human Rights Act

("MHRA"). Under the MHRA (Minnesota Statutes § 363A.31), I have the right to rescind this release of claims in writing within fifteen (15) calendar days after signing it. This right of rescission applies only to any claims arising under the MHRA. For a rescission of claims arising under the MHRA to be effective, it must be delivered to Lauren Wipper, either personally or by United States mail within the fifteen (15) day period. If delivered by mail, the rescission must be postmarked within the fifteen (15) day period, properly addressed to Lauren Wipper, City of Elk River, 13065 Orono Parkway, Elk River, Minnesota 55330 and sent by certified mail, return receipt requested.

8. Effect of Rescission of Release of Claims.

If I revoke or rescind any part of the Release of All Claims in this Agreement, paragraph 1 of this Agreement will automatically be rescinded without further action by either party.

9. Non-Disparagement.

I agree not to make any disparaging or negative remarks, either verbally or in writing, regarding the City or any of the City's current or former employees, elected or appointed officials, representatives, or business partners, either individually or in any representative capacity, with regard to acts occurring before the signing of this Agreement.

10. No Admission of Wrongdoing.

Nothing in this Agreement may be construed to be an admission of liability or wrongdoing by, against, or on behalf of the City or me. Any form of wrongdoing or liability is expressly denied by the City and its representatives and by the undersigned and his representatives.

11. Complete Agreement.

I acknowledge and agree that there are no other agreements, covenants, promises, undertakings, or understandings between me and the City except as explicitly set forth in this Agreement and that I have not relied on any statement, representation, or promise of the City, or of any representative or attorney for the City, in executing this Agreement, except as may be set forth explicitly in this Agreement.

No modification of, or addition to, this Agreement shall be effective unless it is in writing and signed by all Parties to this Agreement.

12. Miscellaneous.

I understand that this Agreement is a contract, and that the contract has been agreed upon by the City in Minnesota, and that this Agreement will be construed and interpreted in accordance with the laws of the state of Minnesota. I also understand that if either the City or I believe that this Agreement has been violated or breached in some fashion, that any litigation brought to enforce this Agreement must be brought in the State of Minnesota. I also understand that nothing contained in this Agreement is to be construed by me or anyone else as an admission that the City has violated any local, state or federal law, rule, regulation or principle of common law. In

fact, I understand that the City expressly denies any wrongdoing whatsoever in connection with my employment and the termination of my employment.

13. Signature.

I have read this Agreement, know its contents and have signed it as a free and voluntary act having had adequate opportunity to consider its terms. Furthermore,

I HAVE SIGNED THIS AGREEMENT INTENDING TO BE LEGALLY BOUND TO ALL ITS TERMS.

Brandon J. Wisner

EMPLOYEE NAME

Date: 4/17/2024



EMPLOYEE SIGNATURE

Date: _____

THE CITY OF ELK RIVER

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



Request for Action

To
City Council

Item Number
4.13

Meeting Date
May 6, 2024

Prepared By
Lauren Wipper, Human Resources Manager

Item Description
Resolution 24-23 to Amend and Restate the City's Flexible Benefits Plan

Reviewed by:
Cal Portner
Tina Allard

Action Requested

Adopt, by motion, Resolution 24-23 amending and restating the city's Flexible Benefits Plan effective January 1, 2023.

Background/Discussion

The city's flexible benefits plan (Plan) document requires periodic review and updating. While we have made several amendments to our Plan, it was last reviewed in 2013. We enlisted Hitesman Law, P.A. to assist us in the review and update to incorporate not only our amendments but also relevant regulatory changes. This update is effective retroactive to January 1, 2023, as updated components have been in practice since then.

Financial Impact

The cost for legal assistance to update this plan is included in the 2024 budget.

Mission/Policy/Goal

The Elk River Mission.

Attachments

1. I-1-23 Plan Update Resolution 5-6-24
2. 2013 - FINAL City of Elk River Flexible Benefits Plan

The Elk River Vision

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**City of Elk River
City Council**

Resolution 24-_____

**A Resolution of the City Council of the City of Elk River to Amend and
Restate the City's Flexible Benefits Plan**

WHEREAS, the City of Elk River previously adopted the City of Elk River Flexible Benefits Plan ("Plan") on June 6, 1988, to permit eligible Employees to elect to receive a portion of their compensation as regular taxable income or as nontaxable payment of the Employee's premiums for Employer-sponsored insurance and for reimbursement of the Employee's Health Care Expenses and Dependent Care Expenses; and

WHEREAS, the Plan has continued in force at all times since its effective date; and

WHEREAS, the City of Elk River desires to amend and restate the Plan to incorporate all relevant regulatory changes and Plan amendments since the last review and update which was January 1, 2013.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows: The City of Elk River Flexible Benefits Plan be amended and restated effective January 1, 2023.

Passed and adopted this 6th day of May 2024.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



**CITY OF ELK RIVER
FLEXIBLE BENEFITS PLAN**

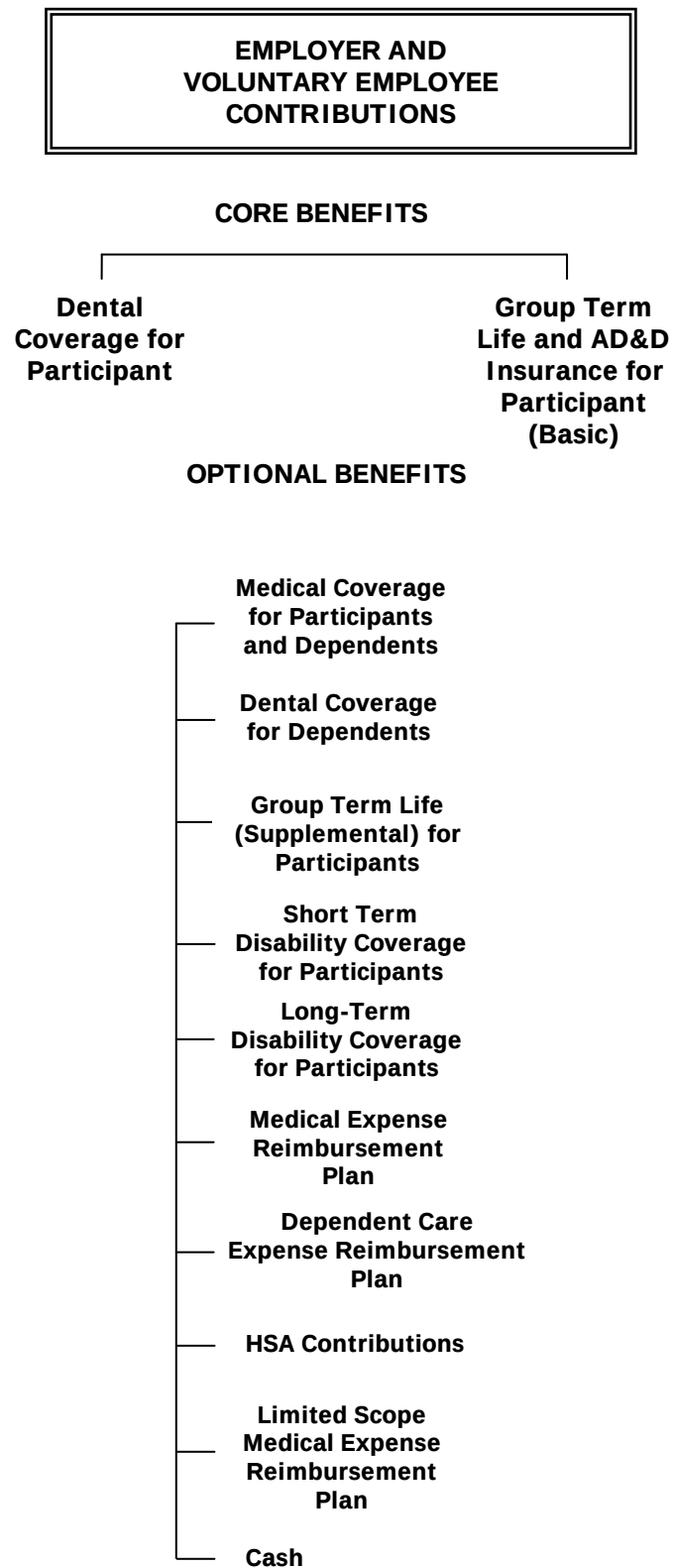
Prepared by:

 **HITESMAN & WOLD** P.A.
12900 - 63rd Avenue North
Maple Grove, MN 55369
Tele. 763-503-6620

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ILLUSTRATION 1: City of Elk River Flexible Benefits Plan



ARTICLE I. INTRODUCTION

- 1.1 Establishment.** City of Elk River (hereinafter the “Employer”) hereby amends and restates the City of Elk River Flexible Benefits Plan (the “Plan”). Except as otherwise provided herein, this amendment and restatement of the Plan is effective January 1, 2013.
- 1.2 Purpose.** The purpose of the Plan is to provide Participants with a choice between cash and certain “qualified benefits” as defined in Section 125 of the Code. [See Illustration 1 on Page 1 of this Plan.] The Plan is intended to qualify as a “cafeteria plan” under Section 125 of the Code so that Optional Benefits a Participant elects to receive under the Plan will be eligible for exclusion from the Participant’s gross income to the fullest extent possible under the Code.
- 1.3 HIPAA Privacy and Security Rules.** Portions of this Plan are “covered entities” for purposes of the Privacy Rules and the Security Rules.
- 1.4 Gender and Number.** Pronoun references in this Plan shall be deemed to be of any gender relevant to the context, and words used in the singular may also include the plural.
- 1.5 Not ERISA Plan.** This Plan is not an employee welfare plan for purposes of ERISA because the Plan is a governmental plan within the meaning of Act. Sec. 3 (32) of ERISA. Any resemblance of the Plan to an ERISA plan shall not bind the Plan to comply with ERISA.

ARTICLE II. DEFINITIONS

The following words and phrases are used in this Plan and shall have the meanings set forth in this Article unless a different meaning is clearly required by the context or is defined within an Article.

- 2.1 Benefits** means Core Benefits and Optional Benefits.
- 2.2 Cafeteria Plan Regulations** means any final regulations, or proposed regulations on which employers may rely, issued by the Department of Treasury under Section 125 of the Code.
- 2.3 Cash Payment** means the amount received by a Participant described in ARTICLE XVIII.
- 2.4 Change in Status** means the situations that permit an Eligible Employee or Participant to make a change in his or her Election mid-Plan Year and include events that:
- (a) change an Eligible Employee's or Participant's legal (under applicable state and federal law) marital status;
 - (b) change the number of an Eligible Employee's or Participant's dependents (as defined in Section 5.3);
 - (c) change an Eligible Employee's or Participant's employment status, or the employment status of the Participant's Spouse or dependents (as defined in Section 5.3);
 - (d) cause an Eligible Employee's or Participant's dependent (as defined in Section 5.3) to satisfy or cease to satisfy the eligibility requirements for an Optional Benefit; and
 - (e) change the place of residence of an Eligible Employee or Participant, or his or her Spouse or dependents (as defined in Section 5.3).
- 2.5 Claims Administrator** means the entity described in Section 6.1(c).
- 2.6 Claims Run-out Period** means the period of time following the end of the Plan Year during which claims incurred during such Plan Year (and applicable Grace Period) may be submitted as provided in the Optional Benefit.
- 2.7 Code** means the Internal Revenue Code of 1986, as amended from time to time.
- 2.8 Compensation** means all of an Employee's earnings from the Employer which are subject to withholding for federal income tax purposes.
- 2.9 Core Benefits** means the mandatory benefits required to be taken through this Plan. Eligible Employees are required to purchase single coverage under the Group Dental Benefits and basic coverage under the Group Term Life Benefits.
- 2.10 Covered Individual** means a person, including a Participant, a Dependent of a Participant, a Spouse of a Participant, and any other person, appropriately covered under an Optional Benefit subject to the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), as amended, and as reflected in the Public Health Services Act ("PHSA"), as amended.
- 2.11 Dependent** means "Dependent" as defined in each Optional Benefit provision in which such term is used. Dependent is not necessarily the same as a dependent for tax purposes. See the definition of Tax Dependent in Section 2.37.
- 2.12 Effective Date** means the effective date of this amendment and restatement, which is January 1, 2013.

- 2.13 Election** means the choice of Optional Benefits and means of payment made by the Participant, as described in Article V.
- 2.14 Election Period** means the period of time identified by the Plan Administrator prior to the start of a Plan Year during which a Participant may change his or her Election. For a Participant who enters the Plan other than at the start of a Plan Year, Election Period means the period of time identified by the Plan Administrator prior to the date on which the Eligible Employee begins participation during which an Eligible Employee may make an Election or change a deemed Election.
- 2.15 Eligible Employee** means each Employee who has met the eligibility requirements of Section 3.1.
- 2.16 Employee** means any person employed by the Employer and on the Employer's W-2 payroll on or after the Effective Date, except that it shall not include:
- (a) Any individual treated as being self-employed for purposes of Section 401(c) of the Code;
 - (b) Any individual included within a unit of employees covered by a collective bargaining unit unless such agreement expressly provides for coverage of the employee under this Plan;
 - (c) Any individual who is a nonresident alien and receives no earned income from the Employer from sources within the United States;
 - (d) Any leased employee (including, but not limited to, those individuals defined in Code Section 414(n)) or an individual classified by the Employer as a contract worker, independent contractor, temporary employee or casual employee, whether or not any such persons are on the Employer's W-2 payroll or are determined by the IRS or others to be common-law employees of the Employer; and
 - (e) Any individual who performs services for the Employer but who is paid by a temporary or other employment or staffing agency whether or not such individuals are determined by the IRS or others to be common-law employees of the Employer.
- 2.17 Employer** means the City of Elk River.
- 2.18 Employer Contribution** means amounts, if any, that have not been actually or constructively received by the Participant that are made available to the Participant by the Employer for the purpose of electing Core and Optional Benefits under the Plan.
- 2.19 ePHI** means PHI maintained or transmitted in electronic media including, but not limited to, electronic storage media (i.e., hard drives, digital memory medium) and transmission media used to exchange information in electronic storage media (i.e., internet, extranet, and other networks). PHI transmitted via facsimile and telephone is not considered to be transmissions via electronic media.
- 2.20 Grace Period** means the period of time beginning on the first day following the last day of a Plan Year and continuing through March 15th following the close of the Plan Year.
- (a) **Claims Incurred during the Grace Period.** An eligible expense incurred during the Grace Period shall be deemed to have been incurred during both the preceding Plan Year and the current Plan Year.
 - (b) **Processing of Claims.** Claims incurred during the Grace Period, and submitted prior to the close of the Claims Run-out Period, shall be first allocated to and reimbursed from the Participant's respective reimbursement-type account for the preceding Plan Year until such reimbursement-type account is exhausted. Thereafter, any such claims shall be

allocated to and reimbursed from the Participant's reimbursement-type account for the current Plan Year. Claims incurred during the Grace Period will be allocated based upon the date the claim is received. Once a claim is allocated, there shall be no changes, modifications, or adjustments to the allocation of the account. In accordance with this paragraph (a), a claim incurred during the preceding Plan Year and submitted during the Claims Run-out Period will be processed subsequent to a previously submitted claim incurred during the Grace Period, even if the account from the preceding Plan Year is exhausted by reimbursement of the claim incurred during the Grace Period.

- (c) **Elections.** No adjustment to a Participant's election for the current Plan Year shall be made or allowed based upon the amount of claims reimbursed from the prior Plan Year's account in accordance with paragraph (b) hereof.
- (d) **Termination of Participation.** Notwithstanding anything herein to the contrary, if (1) a Participant is a Participant on the last day of a Plan Year; and (2) the Participant has an account balance under an Optional Benefit as of the close of such Plan Year, then the Participant shall continue participating in that Optional Benefit for the entire Grace Period for the purpose of receiving reimbursements from such account balance. Such participation shall continue until the close of the Grace Period despite the fact that the Participant elects not to participate in the Optional Benefit for the following Plan Year or the Participant's participation in the Optional Benefit would otherwise terminate under Section 3.4(b) or 3.4(c) prior to the close of the Grace Period.

2.21 Highly Compensated Individual means individuals who are highly compensated as defined in Section 125(e)(2) of the Code.

2.22 Highly Compensated Participant means Participants who are highly compensated as defined in Section 125(e)(1) of the Code.

2.23 HIPAA means Health Insurance Portability and Accountability Act of 1996, and regulations thereunder, as amended from time to time.

2.24 HSA means a health savings account within the meaning of Section 223 of the Code.

2.25 Insurer means any insurance company that has issued a policy through which benefits are made available under this Plan.

2.26 IRS means the Internal Revenue Service.

2.27 Optional Benefits means the benefits made available through this Plan as follows:

Non-Reimbursement:

- Group Medical Benefits
- Family Group Dental Benefits
- Additional Group Term Life Benefits
- Long Term Disability Benefits
- Short Term Disability Benefits
- HSA Contribution Feature
- Cash Payment

Reimbursement:

- Medical Expense Reimbursement Plan
- Dependent Care Expense Reimbursement Plan
- Limited Scope Medical Expense Reimbursement Plan

2.28 PHI means health information that:

- (a) Is created or received by a health plan, health care provider, or health care clearinghouse;

(b) Relates to the past, present and future physical or mental health or condition of an individual (including “genetic information” as that term is defined in the Genetic Information Nondiscrimination Act of 2008); the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and

(c) Either identifies the individual or reasonably could be used to identify the individual.

PHI includes ePHI.

2.29 Participant means an Eligible Employee who participates in the Plan in accordance with Article III and has not ceased to be a Participant under Section 3.4.

2.30 Plan means the City of Elk River Flexible Benefits Plan, as it may be amended from time to time.

2.31 Plan Administrator means the entity determined under Section 6.1.

2.32 Plan Year means the twelve-month period commencing on the first day of January and ending on the last day of December.

2.33 Privacy Rules means the *Standards and Privacy of Individually Identifiable Health Information* at 45 C.F.R. Part 160 and Part 164 at subparts A and E.

2.34 Security Rules means the *Security Standards and Implementation Specifications* at 45 C.F.R. Part 160 and Part 164, subpart C.

2.35 Spouse means an individual who is (a) legally married to a Participant (under applicable state law); and (b) treated as a “spouse” under the applicable section of the Code.

2.36 Summary Health Information means “summary health information” as defined in 45 C.F.R. Section 164.504, which generally defines “summary health information” to include information, which may be PHI, that summarizes claims history, claims expenses, or the type of claims experienced by individuals receiving benefits under the Plan from which certain identifiers have been deleted.

2.37 Tax Dependent means an individual (other than the Participant and the Participant’s Spouse) with respect to whom group health plan benefits are excluded from the Participant’s income under Section 105(b) of the Code. As of the effective date of this amendment, these individuals include:

(a) the Participant’s “dependent” as determined under Section 152 of the Code (without regard to subsections (b)(1), (b)(2) and (d)(1)(B) thereof), and

(b) the Participant’s child (as defined in Section 152(f)(1) of the Code) who has not attained age 27 as of the end of the taxable year.

A child may be a Dependent under clause (b) above regardless of the child’s marital status, but such child’s spouse and children shall not be Dependents unless they satisfy the requirements of clause (a) above in their own right.

**ARTICLE III.
ELIGIBILITY AND PARTICIPATION**

3.1 Initial Eligibility Requirements. In general, Eligible Employees include all full-time Employees and part-time Employees working at least thirty-two (32) hours or more per week. Seasonal and temporary employees are not eligible.

3.2 Notification to Participants. The Plan Administrator shall provide each Eligible Employee written notice of the Employee's eligibility to participate in the Plan.

3.3 Application for Participation.

(a) **Generally.** In general, unless an Eligible Employee is deemed to have made an Election as provided in Section 5.1, to become a Participant, an Eligible Employee shall execute and deliver to the Plan Administrator within the time period established by the Plan Administrator, a written application signed by the Eligible Employee in which the Eligible Employee:

- (1) applies to participate in the Plan;
- (2) designates the required portion of Compensation for the pre-tax and after-tax (if any) contributions;
- (3) makes a benefit Election; and
- (4) supplies any other pertinent information that the Plan Administrator may reasonably require.

By signing such application or agreement, the Eligible Employee shall be deemed for all purposes to have agreed to participate and to conform to the requirements of the Plan. Such application or agreement may be the same as, or separate from, the application or agreement required to participate in any Optional Benefit under this Plan. Alternatively, or in addition to, the Plan Administrator may require or permit application of same scope by electronic means.

(b) **Effective Date.** Participation in the Plan shall begin on the first day of the month following the date on which the Employee becomes eligible to participate or, if later, as soon as administrative feasible following submission of the written application. Notwithstanding the foregoing, for new hires, if an Eligible Employee executes and delivers such written application to the Plan Administrator within thirty (30) days of employment, then pursuant to Cafeteria Plan Regulations participation in this Plan is retroactive to the first of the month following the date of hire. However, salary reduction contributions to pay for coverage during the period preceding the submission of the application shall be taken prospectively from compensation paid following submission of the application.

3.4 Termination of Participation. A Participant automatically ceases to be a Participant at midnight of the earliest of the following dates:

- (a) the date of the death of the Participant;
- (b) the last day of the month containing the date of termination of the Participant's employment with the Employer;
- (c) the last day of the month containing the date of the Participant's failure to meet the eligibility requirements of Section 3.1, as may be amended from time to time; or

- (d) the date of termination of the Plan in accordance with Article VII.

Note: This provision applies to *participation* in this Plan. With respect to the Optional Benefits that involve premium payments for other plans sponsored by the Employer, coverage under the underlying plan may extend beyond the date a Participant ceases to be a Participant in this Plan.

In the event the Plan does not learn that a Participant has automatically ceased to be a Participant until a date after the date participation ceased, participation will be terminated retroactively and the Plan shall be entitled to recover any benefits paid after the date participation terminated. Termination of participation in this Plan shall not prevent a former Participant from continuation coverage, conversion coverage or benefits under the respective Core and Optional Benefit plans if and to the extent provided by such plans.

3.5 Conditions of Participation. As a condition of participation and receipt of benefits under this Plan, the Participant agrees to:

- (a) observe all Plan rules and regulations;
- (b) consent to inquiries by the Plan Administrator with respect to any provider of services involved in a claim under this Plan; and
- (c) submit to the Plan Administrator all notifications, reports, bills, and other information required by the Plan or which the Plan Administrator may reasonably require.

Failure to do so relieves the Plan, Plan Administrator, and Claims Administrator from any and all obligations under this Plan.

3.6 Participation in Optional Benefit Plans. In order to elect a specific Optional Benefit provided under this Plan, a Participant must elect that Optional Benefit on such forms as the Plan Administrator may require (unless the benefit is provided to all Participants) and, if the cost of the Optional Benefit is not fully paid by the Employer, shall be required to share the cost of the Optional Benefit as provided in Article IV. Further, the Participant must meet any eligibility, participation, etc., requirements applicable to that Optional Benefit in accordance with the terms of the underlying plan through which the Optional Benefit is provided.

3.7 Electronic Forms. Notwithstanding anything in the Plan to the contrary, including any documentation incorporated by reference, any required forms may, at the Plan Administrator's discretion, be required or permitted to be sent and/or made by electronic means, to the extent not prohibited by applicable law. For this purpose, "forms" includes, but is not limited to, participation agreements, elections, notifications/notices, applications, etc.

ARTICLE IV. CONTRIBUTIONS

- 4.1 Salary Reduction Contributions.** To the extent the cost of Benefits exceeds the Employer Contribution, a Participant may elect in accordance with the Election procedures described in Article V to receive his or her full Compensation in cash, or to have a portion of such Compensation applied by the Employer toward the Participant's share of the cost of Benefits. If so elected, the Participant's Compensation will be reduced, and an amount equal to the reduction shall be allocated by the Employer to the Benefits designated by the Participant. A Participant's Compensation shall be reduced by pro-rata amounts of the Participant's total salary reduction Election. Salary reduction is done on a pre-tax basis before any withholdings have been made. The frequency of salary reduction contributions shall be two (2) payrolls per month. Notwithstanding the foregoing, if participation in a Benefit extends to the last day of the month in which a Participant's employment terminates, if necessary, additional salary reduction contributions shall be taken from the Participant's final pay check to pay for the coverage provided during the period of time following the date on which the Participant's employment terminates.
- 4.2 Imputation of Income.** To the extent a Participant participates in an Optional Benefit that covers a Dependent who is not the Participant's Spouse or Tax Dependent, the entire cost of coverage for Optional Benefits for which the Participant is responsible shall be paid pre-tax through this Plan and the fair market value of the coverage for that Dependent shall be imputed as income to the Participant as the coverage is provided (pursuant to Cafeteria Plan Regulations). This provision applies regardless of whether the cost of coverage is paid by salary reduction or allocation of available Employer Contributions, if any.
- 4.3 Salary Deduction Contributions.** The Employer may require that amounts for which the Participant is responsible, but which cannot be paid with pre-tax dollars through salary reduction described above, be funded with after-tax dollars pursuant to a salary deduction agreement. Such salary deductions shall be made on a periodic basis and relate to a Participant's Compensation after taxes and withholdings have been made.
- 4.4 Employer Contribution.** The Employer makes a fixed dollar contribution per month per Participant based upon such Participant's coverage level (or lack of coverage) under the Group Medical Benefits. The Employer Contribution must be first allocated to pay the costs of Core Benefits. The amount of the Employer Contribution shall be communicated to the Participants prior to the start of each Plan Year so that they may consider it in making their Elections. The amount of the Employer Contribution may change from year to year as announced by the Employer prior to the Plan Year start. Participants who work less than forty (40) hours per week receive a prorated Employer Contribution based upon hours worked. No Employer Contribution shall be credited to any Employee during a period of leave of absence, whether authorized or unauthorized, unless required by the Family Medical Leave Act ("FMLA").
- 4.5 Maximum Under the Plan.** Under no circumstances may a Participant's total salary reduction exceed the sum of (a) the cost of insurance or insurance-type Benefits, plus (b) the maximum Election amounts permitted under the reimbursement-type Optional Benefits, plus (c) the maximum Election amount permitted under the HSA Contribution Feature, minus (d) the Employer Contribution, if any.
- 4.6 No Trust.** Nothing in this Plan is intended to require the establishment of a trust. The portion of benefits paid under this Plan attributable to Employer Contributions, if any, is paid from the Employer's general assets. The portion of benefits paid under this Plan attributable to Participant contributions including, but not limited to, salary reduction amounts is paid from the Employer's general assets.

**ARTICLE V.
ELECTION OF AVAILABLE BENEFITS**

5.1 Initial Elections. An Election must have been made prior to the date on which an Eligible Employee becomes a Participant. An affirmative Election to participate is generally required. If the initial Election Period ends and an Eligible Employee has not returned an Election form to the Plan Administrator, the Eligible Employee will be deemed to have elected: (1) to pay for Core Benefits with the Employer Contribution; and (2) to not participate in Optional Benefits.

5.2 Subsequent Annual Elections. During the Election Period prior to each subsequent Plan Year, each Participant and Eligible Employee shall be given the opportunity to make a new Election. Such new Election may include the following:

- (a) an Eligible Employee who is not participating may elect to begin participating by electing Optional Benefits during the Election Period;
- (b) a Participant may terminate participation in the Plan; or
- (c) a Participant may elect different Optional Benefits or different levels of Optional Benefits.

If the annual Election Period ends and an Eligible Employee has not returned an Election form to the Plan Administrator, the Eligible Employee will be deemed to have: (1) to pay for Core Benefits with the Employer Contribution; and (2) to not participate in Optional Benefits.

5.3 Elections Irrevocable.

For purposes of this Section 5.3, the term “dependent” shall mean an individual who is a “dependent” under the provision of the Code applicable to the Optional Benefit(s) to which the Election being changed or revoked relates.

An Election becomes effective and shall be irrevocable for the Plan Year or the remainder of the Plan Year except under the following circumstances:

(a) **Change in Status.** A Participant may change or terminate his or her actual or deemed Election under the Plan upon the occurrence of a Change in Status, but only if such change or termination is made on account of and corresponds with a Change in Status that affects coverage eligibility of a Participant, a Participant's Spouse, or a Participant's dependent (referred to as the general consistency requirement). The Plan Administrator (in its sole discretion) shall determine, based on prevailing IRS guidance, whether a requested change is on account of and corresponds with a Change in Status. Assuming that the general consistency requirement is satisfied, a requested change must also satisfy the following specific consistency requirements in order for a Participant to be able to alter his or her Election based on that change.

(1) **Loss of Dependent Eligibility.** For a Change in Status involving a Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or a dependent, or a dependent ceasing to satisfy the eligibility requirements for coverage, a Participant may only elect to cancel accident or health insurance, or insurance-type, coverage for the Spouse involved in the divorce, annulment, or legal separation, the deceased Spouse or dependent, or the dependent that ceased to satisfy the eligibility requirements. Canceling coverage for any other individual under these circumstances fails to correspond with that Change in Status.

(2) **Gain of Coverage Eligibility Under Another Employer's Plan.** For a Change in Status in which a Participant, a Participant's Spouse, or a Participant's

dependent gains eligibility for coverage under another employer's cafeteria plan (or another employer's qualified benefit plan) as a result of a change in marital status or a change in employment status, a Participant may elect to cease or decrease coverage only if that coverage becomes actually effective or is increased under the other employer's plan.

- (3) **Dependent Care Expense Reimbursement Plan.** With respect to the Dependent Care Expense Reimbursement Plan, a Participant may change or terminate his or her Election only if (i) such a change or termination is made on account of and corresponds with a Change in Status that affects eligibility for coverage under the Plan; or (ii) the Election change is on account of and corresponds with a Change in Status that affects eligibility of dependent care expenses for the tax exclusion available under the Code.
- (4) **Group Term Life Insurance and Disability Income Coverage.** For a Change of Status involving a Participant's legal marital status or the employment status of a Participant's Spouse or dependent (disregarding the requirement that the event cause a loss or gain of eligibility), a Participant may elect either to increase or to decrease group term life insurance or disability income coverage offered under the Plan.
- (5) **COBRA Coverage.** If the Participant becomes eligible for COBRA (or similar health plan continuation coverage under state law) under a group health plan sponsored by the Employer, the Participant may increase the Election for that Optional Benefit to pay for such coverage provided the Participant is still eligible under the Plan and still receiving Compensation.
- (b) **HIPAA Special Enrollment Rights.** If a Participant, a Participant's Spouse, and/or a Participant's dependent enrolls in a group health plan that is an Optional Benefit of this Plan pursuant to the HIPAA special enrollment rights provided by Code § 9801(f), the Participant may make a new election that corresponds with the special enrollment. For purposes of this provision (1) an Election to add previously eligible dependents as a result of the acquisition of a new Spouse or dependent child (a/k/a the Tag-along Rule), shall be considered consistent with the special enrollment right; and (2) a HIPAA special enrollment Election attributable to the birth or adoption of a new dependent child may be effective retroactive (up to thirty (30) days), provided it applies to Compensation not yet currently available.
- (c) **Certain Judgments, Decrees and Orders.** If a judgment, decree, or order (an "Order") resulting from a divorce, legal separation, annulment or change in legal custody (including a qualified medical child support order) requires accident or health coverage for a Participant's dependent child (including a foster child who is a dependent of the Participant), a Participant may: (1) change his or her Election to provide coverage for the dependent child (provided that the Order requires the Participant to provide coverage and subject to the provisions of the underlying group health plan); or (2) change his or her Election to revoke coverage for the dependent child if the Order requires that another individual (including the Participant's Spouse or former Spouse) provide coverage under that individual's plan.
- (d) **Medicare and Medicaid.** If a Participant, a Participant's Spouse, or a Participant's dependent who is enrolled in a health or accident benefit under this Plan (including the Health Care Expense Reimbursement Plan and Limited Scope Health Care Expense Reimbursement Plan) becomes entitled to Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), the Participant may prospectively reduce or cancel the health or accident coverage of the person becoming entitled to Medicare or Medicaid. Further, if a

Participant, a Participant's Spouse, or a Participant's dependent who has been entitled to Medicare or Medicaid loses eligibility for such coverage, then the Participant may prospectively elect to commence or increase the health or accident coverage provided under this Plan (including the Health Care Expense Reimbursement Plan and Limited Scope Health Care Expense Reimbursement Plan) of the person losing entitlement to Medicare or Medicaid.

(e) **Change in Cost.**

- (1) **Automatic Increase or Decrease for Insignificant Cost Changes.** If the cost of an Optional Benefit (other than Health Care Expense Reimbursement Plan and Limited Scope Health Care Expense Reimbursement Plan) increases or decreases during a Plan Year by an insignificant amount, then the pre-tax contributions or after-tax contributions (as applicable) under each affected Participant Election shall be prospectively increased or decreased to reflect such change. The Plan Administrator, on a reasonable and consistent basis, will automatically effectuate this prospective increase or decrease in Participant contributions in accordance with such cost changes. The Plan Administrator (in its sole discretion) will decide, in accordance with prevailing IRS guidance, whether increases or decreases in costs are "insignificant" based upon all the surrounding facts and circumstances (including, but not limited to, the dollar amount or percentage of the cost change).
- (2) **Significant Cost Increases.** If the Plan Administrator determines that the cost of an Optional Benefit (other than Health Care Expense Reimbursement Plan and Limited Scope Health Care Expense Reimbursement Plan) significantly increases during a Plan Year, the Participant may, on a prospective basis, either: (i) make a corresponding increase in his or her Election; (ii) enroll in another benefit package option providing similar coverage and make a corresponding Election change; or (iii) revoke his or her Election if no other benefit package option providing similar coverage is available. The Plan Administrator (in its sole discretion) will decide, in accordance with prevailing IRS guidance, whether a cost increase is significant and what constitutes "similar coverage" based upon all the surrounding facts and circumstances.
- (3) **Significant Cost Decrease.** If the Plan Administrator determines that the cost of an Optional Benefit (other than Health Care Expense Reimbursement Plan and Limited Scope Health Care Expense Reimbursement Plan) significantly decreases during a Plan Year: (i) an Eligible Employee or Participant may commence participation in such Optional Benefit; and (ii) the Plan Administrator shall automatically effectuate a prospective decrease in a Participant's Election with respect to such Optional Benefit in accordance with the cost decrease.

(f) **Change in Coverage.**

- (1) **Significant Curtailment.** If the Plan Administrator determines that coverage under an Optional Benefit (other than Health Care Expense Reimbursement Plan and Limited Scope Health Care Expense Reimbursement Plan) is significantly curtailed during a Plan Year, the Participant may prospectively enroll in another benefit package option providing similar coverage and make a corresponding Election change. Coverage under an accident or health plan is deemed “significantly curtailed” only if there is an overall reduction in coverage provided to Participants under the Plan so as to constitute reduced coverage to Participants in general. The Plan Administrator (in its sole discretion) will decide, in accordance with prevailing IRS guidance, whether a curtailment is “significant”, and whether a benefit package option constitutes “similar coverage” based upon all the surrounding facts and circumstances.
- (2) **Loss of Coverage.** If the Plan Administrator determines that coverage under an Optional Benefit (other than Health Care Expense Reimbursement Plan and Limited Scope Health Care Expense Reimbursement Plan) is lost during a Plan Year, the Participant may, on a prospective basis: (i) enroll in another benefit package option providing similar coverage and make a corresponding Election change; or (ii) revoke his or her Election if no other benefit package option providing similar coverage is available. Coverage under an accident or health plan is deemed “lost” only if there is a complete loss of coverage under the benefit package option (e.g., due to elimination of the benefit package option) or other fundamental loss of coverage. The Plan Administrator (in its sole discretion) will decide, in accordance with prevailing IRS guidance, whether a “loss” has occurred, and whether a benefit package option constitutes “similar coverage” based upon all the surrounding facts and circumstances.
- (3) **Addition or Improvement of an Optional Benefit.** If during a Plan Year, the Plan adds a new Optional Benefit or a new benefit package option under the Optional Benefit (other than the Health Care Expense Reimbursement Plan and Limited Scope Health Care Expense Reimbursement Plan), or if coverage under an existing Optional Benefit (other than the Health Care Expense Reimbursement Plan and Limited Scope Health Care Expense Reimbursement Plan) is significantly improved: (i) an affected Participant may prospectively change his/her Election with respect to the newly-added or improved Optional Benefit; and (ii) an Eligible Employee may commence participation in such Optional Benefit. The Plan Administrator (in its sole discretion) will decide, in accordance with prevailing IRS guidance, whether an Optional Benefit has been “significantly improved” based upon all the surrounding facts and circumstances.
- (4) **Change Under Another Employer-Sponsored Plan.** A Participant may make a prospective Election change (other than with respect to the Health Care Expense Reimbursement Plan and Limited Scope Health Care Expense Reimbursement Plan) that is on account of and corresponds with a change made under another employer-sponsored plan (including a plan of the Employer or a plan of another employer), provided (i) the other cafeteria plan or qualified benefits plan permits its participants to make an Election change that would be permitted under the Cafeteria Plan Regulations; or (ii) this Plan permits Participants to make an Election for a Plan Year period of coverage which is different from the plan year period of coverage under the other cafeteria plan or Optional Benefit. The Plan Administrator shall determine, based on prevailing IRS guidance, whether a requested change is on account of and corresponds with a change made under another employer-sponsored plan.

- (5) **Loss of Governmental or Educational Coverage.** A Participant may prospectively change his or her Election to add group health coverage for the Participant or his or her Spouse or dependent, if such individual(s) loses coverage under any group health coverage sponsored by a governmental or educational institution including, but not limited to, the following: a medical care program of an Indian Tribal government (as defined in Code § 7701(a)(40)), the Indian Health Service, or a tribal organization; a state health Benefits risk pool; or a foreign government group health plan, subject to the terms and limitations of the applicable benefit package option(s).
- (g) **Family and Medical Leave Act.** A Participant taking a leave governed by the Family and Medical Leave Act of 1993 ("FMLA") may revoke or change an Election as may be provided for under the FMLA and the Employer's FMLA policy required thereunder, provided the Employer is subject to FMLA.
- (h) **Special Rule for HSA Contribution Feature.** A Participant may change his or her Election with respect to the HSA Contribution Feature prospectively on at least a monthly basis. A Participant may also revoke his or her Election with respect to the HSA Contribution Feature prospectively if the Participant becomes ineligible to make or have made HSA contributions under the HSA Contribution Feature.
- (i) **Other.** The Plan Administrator shall have the discretion to allow a change to or termination of an Election to the extent such change or termination is the result of any other situation informally recognized by the IRS as providing an exception to the general rule that Elections are irrevocable (e.g., corrections of mistakes, changes to meet nondiscrimination requirements, failure to satisfy underwriting).

A Participant entitled to make a new Election under this Section must do so within thirty (30) days of the event. An Employee who is eligible to elect benefits but declined to do so during the initial Election period, or during a subsequent Election period, may file a new Election within thirty (30) days of the occurrence of an event described above, but only if the new Election is made on account of and corresponds with the event. Subject to the provisions of the underlying group health plan, Elections made to add medical coverage for a newborn or newly adopted dependent child pursuant to a HIPAA special enrollment right may be retroactive for up to thirty (30) days. All other new Elections shall be effective prospectively immediately following the date the Participant files the new Election with the Plan Administrator. Elections made pursuant to this Section shall be effective for the balance of the Plan Year in which the Election is made unless a subsequent event (described above) allows a further Election change.

5.4 Rehire and Eligibility Loss. Termination of employment shall automatically revoke any Election. Former Participants who are rehired:

- (a) After thirty (30) days following a termination of employment, shall have two "periods of coverage;" that period prior to the termination of employment and that period following the re-employment of the terminated Employee. Expenses incurred prior to the termination of employment shall be subject to the Election in effect upon termination; while the Employee shall have an opportunity to make a new Election and expenses incurred after re-employment shall be subject to the Election made upon re-employment.
- (b) Within thirty (30) days following a termination of employment, shall have the Election in effect prior to the termination of employment reinstated upon re-employment.

5.5 Benefit Descriptions. While an Election to receive one or more of the Optional Benefits may be made under this Plan, the benefits themselves may be provided in accordance with Plan documents or contracts which describe the types and amounts of benefits available, the requirements for participation, procedures for submitting claims, and the other terms and

conditions of coverage. Such underlying Plan documents or contracts, if any, are incorporated into this Plan by reference.

- 5.6 Forfeiture.** Any amounts, whether obtained through salary reduction, salary deduction, Employer Contributions, or otherwise, under this Plan which cannot be distributed by the Plan Administrator to cover the cost of Optional Benefits for the applicable Plan Year, shall be forfeited by the Participant. Forfeited amounts, in accordance with the Cafeteria Plan Regulations, may be: (a) retained by the Employer; (b) used to defray the reasonable administrative costs of the Plan; (c) used to reduce required salary reduction amounts for the immediately following Plan Year on a reasonable and uniform basis; and/or (d) returned to the Participants on a reasonable and uniform basis. Under no circumstances shall the Plan Administrator establish an outside formal or informal arrangement under which the forfeited amounts are allocated among Participants based (directly or indirectly) on their individual claims experience under the Plan.
- 5.7 Limitations on Benefits.** Benefits shall be limited as determined by the Plan Administrator in accordance with Section 6.16 for the purpose of ensuring compliance with any nondiscrimination requirement applicable to the Plan or an Optional Benefit.

ARTICLE VI. ADMINISTRATION

6.1 Plan Administrator.

- (a) The Plan Administrator shall be responsible for the general supervision of the Plan. The Plan Administrator shall perform any and all acts necessary or appropriate for the proper management and administration of the Plan.
- (b) The Employer shall be the Plan Administrator unless the Employer's managing body designates a person or persons other than the Employer to be the Plan Administrator. The Employer shall also be the Plan Administrator if the person or persons so designated cease to be the Plan Administrator.
- (c) The Plan Administrator may designate an individual or entity to act on its behalf with respect to certain powers, duties, responsibilities, etc. with respect to the operation and administration of this Plan. Where benefits under this Plan are provided through an insurance company, Health Maintenance Organization ("HMO"), or Dental Maintenance Organization ("DMO"), or similar entity, that entity shall be the Claims Administrator with respect to those benefits. In all other situations, the Plan Administrator shall be the Claims Administrator unless the Plan Administrator contracts with a third party to act on its behalf.

6.2 Agent for Service of Legal Process. The agent for service of legal process for the Plan is the Plan Administrator.

6.3 Allocation of Responsibility for Administration. The Plan Administrator shall have the sole responsibility for the administration of this Plan as is specifically described in this Plan. The designated representatives of the Plan Administrator shall have only those specific powers, duties, responsibilities, and obligations as are specifically given to them under this Plan. The Plan Administrator warrants that any directions given, information furnished, or action taken by it shall be in accordance with the provisions of the Plan authorizing or providing for such direction, information or action. It is intended under this Plan that the Plan Administrator shall be responsible for the proper exercise of its own powers, duties, responsibilities, and obligations under this Plan and shall not be responsible for any act or failure to act of another Employee of the Employer. Neither the Plan Administrator (including any designee) nor the Employer makes any guarantee to any Participant in any manner for any loss or other event because of the Participant's participation in this Plan.

6.4 Rules and Decisions. Except as otherwise specifically provided in the Plan, the Plan Administrator may adopt such rules and procedures as it deems necessary, desirable, or appropriate to fulfill the purposes of the Plan. All rules and decisions of the Plan Administrator shall be uniformly and consistently applied to all Participants in similar circumstances. When making a determination or calculation, the Plan Administrator shall be entitled to rely upon information furnished by a Participant, the Employer, or legal counsel.

6.5 Procedures. The Plan Administrator may act at a meeting or in writing. The Plan Administrator may adopt by-laws and regulations as it deems desirable for the conduct of the Plan's affairs and as are consistent with the terms of the Plan.

6.6 Records and Reports. The Plan Administrator shall be responsible for complying with all reporting, filing and disclosure requirements for the Plan.

6.7 Claim for Benefits. This Section addresses the requirements for claims for reimbursement-type Optional Benefits and the provisions of general applicability. Claims requirements for other Optional Benefits shall be handled in accordance with the governing documents for those Optional Benefits.

A Participant may apply to the Claims Administrator for reimbursement of eligible expenses incurred during such Plan Year (and applicable Grace Period) by completing a claim form and submitting such form(s) via interoffice mail or directly delivering the forms to the Claims Administrator (or its designee) setting forth at least the following:

- (a) the amount, date and nature of the expense, including the identity of the individual who incurred the expense;
- (b) the name of the person or entity to which the expense was paid;
- (c) the Participant's statement that the expense has not been reimbursed and the Participant will not seek reimbursement for the expense; and
- (d) such other information as the Claims Administrator may require.

Such claim form shall be accompanied by bills, invoices, receipts, or other statements from an independent third party, or by an explanation of benefits ("EOB") issued by a health plan, stating the eligible expense has been incurred and the amount of the expense. With respect to an over-the-counter drug or medicine (other than insulin) that constitutes an eligible expense under the Health Care Expense Reimbursement Plan or an over-the-counter drug or medicine for dental or vision care that constitutes an eligible expense under the Limited Scope Health Care Expense Reimbursement Plan, the claim form shall be accompanied by a copy of the prescription or a receipt identifying the purchaser of the drug or medicine (or the patient), the date and amount of the purchase, and an Rx number. The Claims Administrator is entitled to rely on the information provided on the claim form in processing claims under this Plan. Where circumstances beyond the Participant's control prevent submission within the described time frame, notice of a claim with an explanation of the circumstances may be accepted by the Claims Administrator as a timely filing. Claims shall be determined in accordance with this Article.

6.8 Determination of Claims and Review Procedure.

- (a) **Third Party Benefits.** The claims determination requirements and appeal procedures regarding benefits available from third parties shall be handled in accordance with the governing documents for those benefits.
- (b) **Other Benefits.** For benefits other than those described in (a), within thirty (30) days of receipt of a written claim for benefits, either the claim will have been paid or the Employer, or its designee, will notify the Participant that it has been denied. If the claim is denied, the Participant will be provided with the following information in writing: (i) the specific reasons for the denial; and, (ii) a description of any additional material or information necessary to complete the claim, and an explanation of why such material or information is necessary.

6.9 Authorization of Benefit Payments. The Plan Administrator shall issue directions to the Employer concerning all benefits to be paid from the Employer's assets pursuant to the provisions of the Plan, and shall warrant at the time the directions are provided that all such directions are in accordance with the Plan.

6.10 Benefit Payments. The Participant shall be reimbursed at least either (a) once per month; or (b) when the total reimbursement for eligible expenses first equals or exceeds a reasonable minimum amount that the Plan Administrator may communicate to Employees from time to time.

6.11 Overpayments. If a payment for benefits is made by the Plan in excess of the benefit to which a Covered Individual is entitled under the Plan, the Plan shall have the right to recover such overpayment from the payee. Repayment of an overpayment is a condition of participation in the Plan.

- 6.12 Inability to Locate Payee.** If benefits are due under this Plan and the Plan Administrator is unable, after reasonable attempts to do so, to locate the Participant to whom such benefits are payable, such benefits shall be handled in accordance with applicable state law regarding unclaimed property or escheat. For purposes of the foregoing, the Plan Administrator shall be deemed to be unable to locate a Participant if a check issued for benefits payable under the Plan has been sent to the payee's last known address and has not been cashed within three (3) years of its date of issuance.
- 6.13 Facility of Payment.** Whenever, in the Plan Administrator's opinion, a person entitled to receive any payment of a benefit or installment under the Plan is under a legal disability or is incapacitated in any way so as to be unable to manage their financial affairs, the Plan Administrator may request the Employer to make payments to such person, or the Plan Administrator may request the Employer to apply the payment for the benefit of such person in such manner as the Plan Administrator considers advisable. Any payment of a benefit, or installment, in accordance with the provisions of this Section, shall be a complete discharge of any liability for the making of such payment under the provisions of the Plan.
- 6.14 Other Powers and Duties of the Administrator.** The Plan Administrator shall also have such other duties and powers as may be necessary to discharge its duties under the Plan including, but not limited to, the following:
- (a) discretion to construe and interpret the Plan in a non-discriminatory manner, to decide all questions of eligibility, except to the extent the eligibility determinations are governed by an insurance contract, and to determine all questions arising in the administration and application of the Plan, except to the extent such eligibility determinations are governed by an insurance contract;
 - (b) to receive from the Employer and from Participants such information as shall be necessary for the proper administration of the Plan;
 - (c) to furnish the Employer, upon request, such annual reports with respect to the administration of the Plan as are reasonable and appropriate; and
 - (d) to appoint individuals to assist in the administration of the Plan and any other agents the Plan Administrator deems advisable, including legal and actuarial counsel. The Plan Administrator shall not have the power to add to, subtract from, or modify any of the terms of the Plan, to change or add to any benefits provided by the Plan, or to waive or fail to apply any requirements of eligibility for a benefit under this Plan.
- 6.15 Indemnification.** To the maximum extent allowed by, and in accordance with applicable law, the Employer shall indemnify and hold harmless any Employee that is deemed to be a fiduciary against any and all losses, claims, damages, expense (including court costs and attorneys' fees), and liability arising from the Employee's duties and responsibilities in connection with the Plan, unless the same is determined to be intentional or willful.
- 6.16 Changes by the Plan Administrator.** If the Plan Administrator determines before or during any Plan Year, the Plan or a Benefit may fail to satisfy any nondiscrimination requirement imposed by the Code or other applicable law, the Plan Administrator may take such action as the Plan Administrator deems appropriate, under rules uniformly applicable to similarly situated Participants, to further compliance with such requirements or limitation. Such action may include, without limitation, a modification of Elections by Highly Compensated Participants with or without consent of such Employees and/or a re-characterization within the Plan Year of benefits provided under the Plan as taxable income with or without consent of such Employees.
- 6.17 Plan Interpretation.** This Plan will be administered in accordance with its terms. The Plan Administrator and/or a third party to the extent that such individual or entity is acting in its

fiduciary capacity, shall have the complete and final authority, responsibility, and control, in its sole discretion, to manage, administer and operate this Plan, to make factual findings, to construe the terms of this Plan, and to determine all questions arising in connection with the administration, interpretation, and application of this Plan, including, but not limited to, the eligibility and coverage of individuals and the authorization or denial of payment or reimbursement of benefits. All determinations and decisions will be binding on this Plan, Covered Individuals, claimants, and all interested parties.

**ARTICLE VII.
PLAN AMENDMENT AND TERMINATION**

- 7.1 Employer Amendments.** The Employer reserves the right to amend the Plan, or any portion of the Plan, at any time. The Employer expressly may make any amendment it determines necessary or desirable, with or without retroactive effect, to comply with the law. Such amendment shall not affect any right to benefits that accrued prior to such amendment. Such amendment shall be made in writing and in accordance with Section 8.4.
- 7.2 Employer's Right to Terminate.** Although the Employer expects the Plan to be maintained for an indefinite time, the Employer reserves the right to terminate the Plan, or any portion of the Plan, at any time. In the event of the dissolution, merger, consolidation, or reorganization of the Employer, the Plan shall terminate unless the Plan is continued by a successor to the Employer in accordance with the resolution of such successor's managing body. Such termination shall not affect any right to benefits that accrued prior to any termination. Such action shall be taken in writing and in accordance with Section 8.4.

ARTICLE VIII. GENERAL PROVISIONS

- 8.1 Plan Not a Contract of Employment.** The Plan is not an employment contract and does not assure the continued employment of any Employee or Participant for any period of time. Nothing contained in the Plan shall interfere with the Employer's right to discharge an Employee or Participant at any time, regardless of the effect such discharge may have upon the individual as a Participant in this Plan.
- 8.2 No Right to Employer's Assets.** No Employee, Participant or beneficiary thereof shall have any right to, or interest in, any assets of the Employer upon termination of employment, or otherwise except as provided from time to time under this Plan, and then only to the extent of the benefits payable under the Plan to such Employee, Participant or beneficiary thereof. In addition, the Claims Administrator shall not be liable in any manner for such payments.
- 8.3 Non-Alienation of Benefits.** Benefits payable under this Plan shall not be subject to anticipation, alienation, sale, transfer, execution, or levy of any kind either voluntary or involuntary, including any such liability which is for alimony or other payments for the support of a Spouse or former Spouse, or for any other relative of the Participant, prior to actually being received by the person entitled to the benefit under the terms of the Plan. Any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefits payable under the Plan shall be void. The Employer, Plan Administrator and/or Claims Administrator shall not in any manner be made liable for, or subject to, the debts, contracts, liabilities, engagements or torts of any person entitled to benefits under the Plan.
- 8.4 Action by Employer.** Whenever the Employer, under the terms of this Plan, is permitted or required to do or perform any act or matter or thing, it shall be done and performed by the managing body of the Employer or such representatives of the Employer as the managing body may designate.
- 8.5 No Guarantee of Tax Consequences.** Notwithstanding any provision in this Plan to the contrary, neither this Plan nor the Employer make any commitment or guarantee that any amounts paid to or on behalf of a Participant under this Plan will be excludable from the Participant's gross income for federal or state income tax purposes. It shall be the obligation of each Participant to determine whether each payment is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable.
- 8.6 Indemnification of Employer by Participants.** To the maximum extent allowed by, and in accordance with, applicable law, if any Participant receives one or more payments or reimbursements under this Plan that are not for eligible expenses, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payment or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.
- 8.7 Benefits Provided Through Third Parties.** In the case of any Benefit provided through a third party (e.g., an insurance company pursuant to a contract or policy with that third party), if there is any conflict or inconsistency between the description of benefits contained in this Plan and the contract or policy, the terms of the contract or policy shall control, unless prohibited by applicable law or specifically addressed in this Plan.. The Employer does not guarantee benefits payable under any insurance contract or health maintenance organization policy incorporated by reference into the Plan. Any benefits payable thereunder shall be the exclusive responsibility of the insurer or health maintenance organization that is obligated under the contract or policy.

- 8.8 Mistakes and Errors.** It is recognized that in the administration of the Plan, certain administrative and accounting errors may be made or situations may arise by reason of factual errors in information supplied to the Employer or the Plan Administrator. The Employer and/or the Plan Administrator shall have the power to take such equitable steps as may be necessary to correct the mathematical, accounting or factual errors, as they, in their sole discretion, determine(s) to be appropriate.
- 8.9 Limitation on Liability.** The Employer does not guarantee benefits payable under any insurance policy or other similar contract described or referred to herein, and any benefits thereunder shall be the exclusive responsibility of the Insurer or other entity that is required to provide such benefits under such policy or contract.
- 8.10 Governing Law.** This Plan shall be construed and enforced according to the laws of Minnesota except to the extent preempted by federal law.
- 8.11 Family and Medical Leave Act of 1993.** Notwithstanding any provision of this Plan to the contrary, this Plan shall be operated and maintained in a manner consistent with the Family and Medical Leave Act of 1993 ("FMLA"), as amended, and the Employer's FMLA policy required thereunder, provided the Employer is subject to FMLA.
- 8.12 Uniformed Services Employment and Reemployment Rights Act of 1994.** Notwithstanding any provision of this Plan to the contrary, this Plan shall be operated and maintained in a manner consistent with the Uniformed Services Employment and Reemployment Act of 1994 ("USERRA"). The Plan Administrator may, within the parameters of the law, establish uniform policies by which to provide such continuation coverage required by USERRA, which shall be incorporated into this Plan by reference.
- 8.13 Genetic Information Nondiscrimination Act of 2008.** Notwithstanding any provision of this Plan to the contrary, this Plan shall be operated and maintained in a manner consistent with the Genetic Information Nondiscrimination Act of 2008 ("GINA").
- 8.14 Children's Health Insurance Program Reauthorization Act of 2009.** Notwithstanding any provision of the Plan to the contrary, the Plan shall be operated and maintained in a manner consistent with the Children's Health Insurance Program Reauthorization Act of 2009 ("CHIPRA").

**ARTICLE IX.
GROUP MEDICAL BENEFITS**

- 9.1 Purpose.** The purpose of this Article is to provide for the pre-tax payment opportunity for Group Medical Benefits under this Plan as an Optional Benefit. The Employer provides Group Medical Benefits through one or more “plans” within the meaning of Sections 105 and 106 of the Code.
- 9.2 Separate Written Plan.** For purposes of Sections 105 and 106 of the Code, this Article shall constitute a separate written plan providing for the reimbursement or direct payment of Insurance Premium expenses. To the extent necessary, other provisions of the Plan are incorporated by reference.
- 9.3 Definitions.**
- (a) **Dependent** means an individual (e.g., Spouse, child, etc.) who qualifies as a “dependent” under the terms and conditions of the applicable plan document governing the Group Medical Benefits.
 - (b) **Group Medical Benefits** means the medical coverage made available by the Employer through this Article to which the Insurance Premiums relate. It does not include individual insurance contracts.
 - (c) **HMO** means a health maintenance organization authorized to do business in the state in which it operates with which an agreement has been entered for the purpose of providing benefits under the Plan.
 - (d) **Highly Compensated Individual** means an individual who is highly compensated as defined in Section 105(h)(5) of the Code.
 - (e) **Insurance Contract** means (1) any insurance contract secured from an insurance company or HMO authorized to do business in the state in which such contract is issued, which has been obtained for the purpose of providing benefits under this portion of the Plan; or (2) a self-insured plan administered by a third party.
 - (f) **Insurance Premiums** means the amount that must be paid on a periodic basis in return for coverage under the Insurance Contract.
- 9.4 Terms, Conditions and Limitations.** The Employer shall secure the necessary Insurance Contracts, as identified in Exhibit A. Coverage shall begin, benefits shall be provided, and coverage shall terminate in accordance with the applicable Insurance Contracts. Such Insurance Contracts, are expressly incorporated into and made part of this Plan.
- 9.5 Payments.** The Plan Administrator shall make Insurance Premium payments for the Group Medical Benefits on behalf of the Participant in an amount necessary to provide the benefit applicable to the Participant under this portion of the Plan for the applicable Plan Year. Such payments shall be made from Employer Contributions, if any, provided by the Employer under the Plan and, if necessary, contributions made in accordance with the salary reduction arrangement and other arrangements applicable to the Participant under the terms of the Plan. The appropriate portions shall depend on the coverage elected by the Participant. The Plan Administrator shall also make such payments on behalf of the Participant's Dependents who are enrolled in the Group Medical Benefits. To the extent a Dependent is provided coverage under the Group Medical Benefits and that Dependent is not the Participant's Spouse or Tax Dependent, the tax consequence of such coverage shall be addressed as described in Section 4.2.
- 9.6 Nondiscrimination.** To the extent the Group Medical Benefits are subject to Section 105(h) of the Code or Section 2716 of the Public Health Services Act, they shall not discriminate in favor of

Highly Compensated Individuals with respect to eligibility to participate or benefits. If the Plan Administrator determines that Group Medical Benefits are or may be discriminatory, the Plan Administrator may take action permitted by law to avoid such a result as described in Section 6.16.

- 9.7 Medical Child Support Orders.** Notwithstanding any provision of this Plan to the contrary, this Plan shall recognize child support orders regarding coverage under the Group Medical Benefits to the extent required by applicable law.
- 9.8 Continuation of Coverage.** Continued coverage shall be provided under the Group Medical Benefits if it is required under, and in accordance with, the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), as amended, and, as reflected in the Public Health Services Act ("PHSA"), as amended. There shall also be compliance with applicable state laws concerning continuation of coverage to the extent not preempted by federal law.
- 9.9 HIPAA.** The Group Medical Benefits shall comply with the Privacy Rules and Security Rules under HIPAA (if applicable) as further provided in the Insurance Contract.

**ARTICLE X.
GROUP DENTAL BENEFITS**

- 10.1 Purpose.** The purpose of this Article is to provide for the pre-tax payment opportunity for Group Dental Benefits under this Plan as a Core Benefit or Optional Benefit. The Employer offers Group Dental Benefits through one or more “plans” within the meaning of Sections 105 and 106 of the Code.
- 10.2 Separate Written Plan.** For purposes of Sections 105 and 106 of the Code, this Article shall constitute a separate written plan providing for the reimbursement or direct payment of Insurance Premium expenses. To the extent necessary, other provisions of the Plan are incorporated by reference.
- 10.3 Definitions.**
- (a) **Dependent** means an individual (e.g., Spouse, child, etc.) who qualifies as a “dependent” under the terms and conditions of the applicable plan document governing the Group Dental Benefits.
 - (b) **DMO** means a dental maintenance organization authorized to do business in the state in which an agreement has been entered for the purpose of providing benefits under this portion of the Plan.
 - (c) **Group Dental Benefits** means the dental coverage made available by the Employer through this Article to which the Insurance Premiums relate. It does not include individual insurance contracts.
 - (d) **Highly Compensated Individual** means an individual who is highly compensated as defined in Section 105(h)(5) of the Code.
 - (e) **Insurance Contract** means (1) any insurance contract secured from an insurance company or DMO authorized to do business in the state in which such contract is issued, which has been obtained for the purpose of providing benefits under this portion of the Plan; or (2) a self-insured plan administered by a third party.
 - (f) **Insurance Premiums** means the amount that must be paid on a periodic basis in return for coverage under the Insurance Contract.
- 10.4 Terms, Conditions and Limitations.** The Employer shall secure the necessary Insurance Contracts, as identified in Exhibit A. Coverage shall begin, benefits shall be provided, and coverage shall terminate in accordance with the applicable Insurance Contracts. Such Insurance Contracts, are expressly incorporated into and made part of this Plan.
- 10.5 Payments.** The Plan Administrator shall make Insurance Premium payments for the Group Dental Benefits on behalf of the Participant in an amount necessary to provide the benefit applicable to the Participant under this portion of the Plan for the applicable Plan Year. Such payments shall be made from Employer Contributions, if any, provided by the Employer under the Plan and, if necessary, contributions made in accordance with the salary reduction arrangement and other arrangements applicable to the Participant under the terms of the Plan. The appropriate portions shall depend on the coverage elected by the Participant. The Plan Administrator shall also make such payments on behalf of the Participant's Dependents who are enrolled in the Group Dental Benefits. To the extent a Dependent is provided coverage under the Group Dental Benefits and that Dependent is not the Participant's Spouse or Tax Dependent, the tax consequence of such coverage shall be addressed as described in Section 4.2.

- 10.6 Nondiscrimination.** To the extent the Group Dental Benefits are subject to Section 105(h) of the Code, they shall not discriminate in favor of Highly Compensated Individuals with respect to eligibility to participate or benefits. If the Plan Administrator determines that the Group Dental Benefits are or may be discriminatory, the Plan Administrator may take action permitted by law to avoid such a result as described in Section 6.16. If the Group Dental Benefits fail any applicable nondiscrimination requirements, Highly Compensated Individuals shall have taxable income imputed to the extent required by law.
- 10.7 Medical Child Support Orders.** Notwithstanding any provision of this Plan to the contrary, this Plan shall recognize child support orders regarding coverage under the Group Dental Benefits to the extent required by applicable law.
- 10.8 Continuation of Coverage.** Continued coverage shall be provided under the Group Dental Benefits, if it is required under, and in accordance with, the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), as amended, and, as reflected in the Public Health Services Act ("PHSA"), as amended. There shall also be compliance with applicable state laws concerning continuation of coverage to the extent not preempted by federal law.
- 10.9 HIPAA.** The Group Dental Benefits shall comply with the Privacy Rules and Security Rules under HIPAA (if applicable) as further provided in the Insurance Contract.

**ARTICLE XI.
GROUP TERM LIFE BENEFITS**

- 11.1 Purpose.** The purpose of this Article is to provide an opportunity to purchase Group Term Life Benefits under this Plan as a Core Benefit or Optional Benefit. The Employer provides Group Term Life Benefits through one or more “plans” within the meaning of Sections 79, 105, and 106 of the Code.

Note: This Article does not permit pre-tax payment of Insurance Premiums for coverage other than Participant coverage (e.g., no spousal or dependent coverage).

- 11.2 Separate Written Plan.** For purposes of Sections 79, 105 and 106 of the Code, this Article shall constitute a separate written plan providing for the reimbursement or direct payment of Insurance Premium expenses. To the extent necessary, other provisions of the Plan are incorporated by reference.

11.3 Definitions.

- (a) **Group Term Life Benefits** means the group term life insurance and accidental death and dismemberment coverage made available by the Employer through this Article to which the Insurance Premiums relate. It does not include individual insurance contracts. The Group Term Life Benefits that are Core Benefits include accidental death and dismemberment coverage. The Group Term Life Benefits that are Optional Benefits do not include accidental death and dismemberment coverage.
- (b) **Insurance Contract** means any insurance contract secured from an insurance company authorized to do business in the state in which such contract is issued, which has been obtained for the purpose of providing benefits under this portion of the Plan.
- (c) **Insurance Premiums** means the amount that must be paid on a periodic basis in return for group coverage under the Insurance Contract(s).

- 11.4 Terms, Conditions and Limitations.** The Employer shall secure the necessary Insurance Contracts from third party providers, as identified in Exhibit A. Coverage shall begin, benefits shall be provided, and coverage shall terminate in accordance with the applicable Insurance Contracts. Such Insurance Contracts are expressly incorporated into and made part of this Plan.

- 11.5 Payments.** The Plan Administrator shall make Insurance Premium payments for the Group Term Life Benefits on behalf of the Participant in an amount necessary to provide the benefit applicable to the Participant under this portion of the Plan for the applicable Plan Year. Such payments shall be made from Employer Contributions, if any, provided by the Employer under the Plan and, if necessary, contributions made in accordance with the salary deduction arrangement and other arrangements applicable to the Participant under the terms of the Plan. The appropriate portions shall depend on the coverage elected by the Participant.

- 11.6 Tax Consequences.** It is intended that the Insurance Premiums paid by the Employer for Group Term Life Benefits that are Core Benefits shall be excluded from the Participant's gross income. It is intended that the Insurance Premiums paid by the Employer for Group Term Life Benefits that are Optional Benefits, including through the Participant's allocation of the Employer Contribution, shall be included in the Participant's gross income.

- 11.7 Continuation/Conversion of Coverage.** The Group Term Life Benefits shall comply with applicable state law regarding continuation of coverage and conversion of coverage to the extent such state laws are not preempted by federal law. In addition, any continuation and conversion rights provided under the terms of the Insurance Contract(s) through which benefits are provided shall be available to the extent they are not prohibited or preempted by federal law.

**ARTICLE XII.
SHORT TERM DISABILITY BENEFITS**

- 12.1 Purpose.** The purpose of this Article is to provide for the payment opportunity for Short Term Disability Benefits under this Plan as an Optional Benefit. The Employer provides Short Term Disability Benefits through one or more “plans” within the meaning of Sections 105 and 106 of the Code.
- 12.2 Separate Written Plan.** For purposes of Sections 105 and 106 of the Code, this Article shall constitute a separate written plan providing for the reimbursement or direct payment of Insurance Premium expenses. To the extent necessary, other provisions of the Plan are incorporated by reference.
- 12.3 Definitions.**
- (a) **Insurance Contract** means (1) any insurance contract secured from an insurance company authorized to do business in the state in which such contract is issued, which has been obtained for the purpose of providing benefits under this Plan; or (2) a self-insured plan administered by a third party.
 - (b) **Insurance Premiums** means the amount that must be paid on a periodic basis in return for group coverage under the Insurance Contract.
 - (c) **Short Term Disability Benefits** means the short term disability coverage made available by the Employer to which the Insurance Premiums relate. It does not include individual short term disability insurance contracts.
- 12.4 Terms, Conditions and Limitations.** The Employer shall secure the necessary Insurance Contracts from third party providers, as identified in Exhibit A. Coverage shall begin, benefits shall be provided, and coverage shall terminate in accordance with the applicable Insurance Contracts. Such Insurance Contracts, are expressly incorporated into and made part of this Plan.
- 12.5 Payments.** The Plan Administrator shall make Insurance Premium payments for the Short Term Disability Benefits on behalf of the Participant in an amount necessary to provide the benefit applicable to the Participant under this portion of the Plan for the applicable Plan Year. Such payments shall be made from Employer Contributions and, if necessary, contributions made in accordance with the salary deduction arrangements applicable to the Participant under the terms of the Plan. The appropriate portions shall depend on the coverage elected by the Participant.
- 12.6 Tax Consequences.** It is intended that the Insurance Premiums paid by the Employer for a Participant's Short Term Disability Benefits shall be included in the Participant's gross income. Any benefits received as a result of the Insurance Contract under this portion of the Plan attributable to such after-tax Insurance Premiums shall be excluded from the recipient's gross income to the fullest extent permitted by law.

**ARTICLE XIII.
LONG TERM DISABILITY BENEFITS**

- 13.1 Purpose.** The purpose of this Article is to provide for the payment opportunity for Long Term Disability Benefits under this Plan as an Optional Benefit. The Employer provides Long Term Disability Benefits through one or more “plans” within the meaning of Sections 105 and 106 of the Code.
- 13.2 Separate Written Plan.** For purposes of Sections 105 and 106 of the Code, this Article shall constitute a separate written plan providing for the reimbursement or direct payment of Insurance Premium expenses. To the extent necessary, other provisions of the Plan are incorporated by reference.
- 13.3 Definitions.**
- (a) **Insurance Contract** means (1) any insurance contract secured from an insurance company authorized to do business in the state in which such contract is issued, which has been obtained for the purpose of providing benefits under this Plan; or (2) a self-insured plan administered by a third party.
 - (b) **Insurance Premiums** means the amount that must be paid on a periodic basis in return for group coverage under the Insurance Contract.
 - (c) **Long Term Disability Benefits** means the long term disability coverage made available by the Employer to which the Insurance Premiums relate. It does not include individual long term disability insurance contracts.
- 13.4 Terms, Conditions and Limitations.** The Employer shall secure the necessary Insurance Contracts from third party providers, as identified in Exhibit A. Coverage shall begin, benefits shall be provided, and coverage shall terminate in accordance with the applicable Insurance Contracts. Such Insurance Contracts, expressly incorporated into and made part of this Plan.
- 13.5 Payments.** The Plan Administrator shall make Insurance Premium payments for the Long Term Disability Benefits on behalf of the Participant in an amount necessary to provide the benefit applicable to the Participant under this portion of the Plan for the applicable Plan Year. Such payments shall be made from Employer Contributions and, if necessary, contributions made in accordance with the salary deduction arrangements applicable to the Participant under the terms of the Plan. The appropriate portions shall depend on the coverage elected by the Participant.
- 13.6 Tax Consequences.** It is intended that the Insurance Premiums paid by the Employer for a Participant's Long Term Disability Benefits shall be included in the Participant's gross income. Any benefits received as a result of the coverage under this portion of the Plan attributable to such after-tax Insurance Premiums shall be excluded from the recipient's gross income to the fullest extent permitted by law.

**ARTICLE XIV.
MEDICAL EXPENSE REIMBURSEMENT PLAN**

- 14.1 Purpose.** The purpose of this Article is to provide Participants with the opportunity to be reimbursed for certain eligible Medical Expenses as an Optional Benefit under the Plan. This Article is intended to qualify as a self-insured medical reimbursement plan under Section 105 of the Code so that payments received under this portion of the Plan are excludable from the gross income of the Participant under Section 105(b) of the Code.
- 14.2 Separate Written Plan.** For purposes of Section 105 of the Code, this Article shall constitute a separate written plan providing for the reimbursement of certain Medical Expenses. To the extent necessary, other provisions of the Plan are incorporated by reference.
- 14.3 Definitions.**
- (a) **Claims Run-out Period** means the period beginning on the first day following the close of the Grace Period and ending on thirty (30) days from the close of the Grace Period.
 - (b) **Dependent** means an individual who is a Tax Dependent.
 - (c) **Highly Compensated Individual** means an individual who is highly compensated as defined in Section 105(h)(5) of the Code.
 - (d) **Medical Expense** means an expense incurred during the applicable Plan Year by a Participant, Spouse, or Dependent for medical care as defined in Section 213(d) of the Code, excluding premiums for health coverage and long-term care coverage. Medical care generally refers to the diagnosis, cure, treatment, or prevention of disease or for the purpose of affecting any structure or function of the body. Also included are reasonable transportation expenses for and essential to medical care. "Medical Expense" includes over-the-counter drugs and medicines, only to the extent allowed by Section 106(f) of the Code.
 - (e) **Medical Expense Reimbursement Account ("ME Account")** means the record keeping account established by the Plan Administrator for each Plan Year for each Participant from whom an Election to create such an account is received.
- 14.4 Medical Expense Account.** The ME Account will be credited with the amount elected by the Participant at the beginning of the Plan Year. The election may consist of a salary reduction election and/or an election to allocate the Employer Contribution. A Participant's ME Account will be decreased from time to time in the amount of payments made to the Participant for eligible Medical Expenses incurred during the Plan Year and Grace Period.
- 14.5 Claims Determination.** Claim submission, determination, and appeals shall be handled in accordance with Article VI.
- 14.6 Incurred Expenses.** To be reimbursable, an eligible Medical Expense must have been incurred after participation in this portion of the Plan began and during the Plan Year for which reimbursement is claimed or the Grace Period related to such Plan Year. An expense is "incurred" when the Participant is provided with the care which gives rise to the eligible Medical Expense, not when the service is billed or paid. Reimbursement shall not be made for future projected expenses. Notwithstanding the foregoing, pursuant to and in accordance with the Cafeteria Plan Regulations, the Plan may reimburse Medical Expenses for orthodontia care in advance.
- 14.7 Reimbursement of Expense.** The Participant shall be reimbursed as specified in Section 6.7 from the Participant's ME Account for eligible Medical Expenses incurred during the applicable Plan Year and Grace Period for which the Participant submits the documentation required under

Article VI. An amount up to the sum of the Participant's Election and reduced as of any particular time for prior reimbursements for the same Plan Year and Grace Period, shall be available for reimbursement at all times during the Plan Year. Claims for reimbursement with respect to a Plan Year and Grace Period must be submitted prior to the close of the Claims Run-out Period for such Plan Year and Grace Period.

In no case shall a payment be made which exceeds the annual balance remaining in the Participant's ME Account at the time reimbursement is processed. If a claim for reimbursement exceeds the balance in the Participant's ME Account, the excess part of the claim will be denied. Under no circumstances (a) will any balance remaining in a Participant's ME Account at the end of the Grace Period be carried over to the next Plan Year; or (b) will an otherwise eligible Medical Expense be carried over to the next Plan Year.

14.8 Maximum Reimbursement. The maximum reimbursement a Participant may receive for a Plan Year under this portion of the Plan shall be the lesser of: (1) \$3,000; or (2) the maximum amount of salary reduction contribution that may be made to the Medical Expense Reimbursement Plan under applicable law. The maximum reimbursement amount applies to the Participant, Spouse, and Dependent on an aggregate basis, not an individual basis.

14.9 Reimbursement Upon Termination of Participation. If an individual ceases to be a Participant in this portion of the Plan, coverage shall cease (which means that reimbursements shall cease) unless benefits under the Plan are continued as provided in Section 14.14, if applicable. If coverage ceases, reimbursements for eligible Medical Expenses incurred before participation terminated may be reimbursed if submitted within thirty (30) days of the date on which participation terminated.

14.10 Participant's Death. In the event a Participant dies having incurred an eligible Medical Expense (a) which would have been reimbursable out of the Participant's ME Account had the Participant not died; and (b) for which a person or the Participant's estate has paid for or assumed liability, reimbursement may be made to that person or the estate for that payment or assumption. The remainder of the Participant's ME Account shall be forfeited in accordance with Section 5.6.

14.11 Nondiscrimination. This portion of the Plan shall not discriminate in favor of Highly Compensated Individuals as to eligibility to participate or benefits. If the Plan Administrator determines that this portion of the Plan is or may be discriminatory, the Plan Administrator may take action permitted by law to avoid such result as provided in Section 6.16. If the Plan fails any applicable nondiscrimination requirements, Highly Compensated Individuals shall have taxable income imputed to the extent required by law.

14.12 ME Account Forfeiture.

(a) **ME Account Claims Grace Period.** The Claims Grace Period shall apply to this Optional Benefit.

(1) **Length.** The Claims Grace Period for the Medical Expense Reimbursement Plan shall expire on March 15th of the following year.

(2) **Processing of Claims.** Claims incurred during the Claims Grace Period, and submitted prior to the close of the Claims Run-Out Period, shall be first allocated to and reimbursed from the Participant's ME Account for the preceding Plan Year until such ME Account is exhausted. Thereafter, any such claims shall be allocated to and reimbursed from the Participant's ME Account for the current Plan Year. Claims incurred during the Claims Grace Period will be allocated based upon the date the claim is received. Once a claim is allocated, there shall be no changes, modifications, or adjustments to the allocation of the account.

In accordance with this part (1), a claim incurred during the preceding Plan Year and submitted during the Claims Run-Out Period will be processed subsequent to a previously submitted claim incurred during the Claims Grace Period, even if the account from the preceding Plan Year is exhausted by reimbursement of the claim incurred during the Claims Grace Period.

- (3) **Elections.** No adjustment to a Participant's election for the current Plan Year shall be made or allowed based upon the amount of claims reimbursed from the prior Plan Year's account in accordance with part (1) hereof.

- (b) **ME Account Claims Run-Out Period.** Amounts attributed to a Participant's ME Account for any Plan Year shall be used only to reimburse the Participant for eligible Medical Expenses incurred during such Plan Year. Any balance remaining in a Participant's ME Account for a Plan Year shall be forfeited following the end of Claims Run-Out Period and shall be forfeited in accordance with Section 5.6. The Plan Administrator may extend this period in the event the Participant cannot obtain proper documentation until after the expiration of the period. Such forfeited amount shall not be distributed in cash, carried over to the next Plan Year or used by the Participant for any other purpose.

14.13 Medical Child Support Orders. Notwithstanding any provision of the Medical Expense Reimbursement Plan to the contrary, this Plan shall recognize child support orders regarding coverage under the Medical Expense Reimbursement Plan to the extent required by applicable law.

14.14 Continuation of Coverage. Continued coverage shall be provided under the Medical Expense Reimbursement Plan as required under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), as amended. The Plan Administrator may, within the parameters of the law, establish uniform policies by which to provide such continuation coverage required by COBRA, which shall be incorporated herein by reference.

14.15 HIPAA. The Medical Expense Reimbursement Plan shall comply with the Privacy Rules and Security Rules under HIPAA (if applicable) as further provided in Article XX. In addition, the Medical Expense Reimbursement Plan shall comply with the portability requirements under HIPAA, if applicable.

14.16 Further Limitations on Benefits.

- (a) This Article does not cover expenses incurred for any loss caused by or resulting from injury or disease for which benefits are payable under any worker's compensation law or other employer, union, association or governmental sponsored group insurance plan.
- (b) This Article does not cover expenses incurred for any loss caused by or resulting from injury or disease for which benefits are received by the Participant, the Participant's Spouse or the Participant's Dependent under any health and accident insurance policy or program, whether or not premiums are paid by the Employer or the Participant, the Participant's Spouse or the Participant's Dependent child.
- (c) Amounts reimbursed under a dependent care assistance program described in Section 129 of the Code shall not be reimbursed under this Plan.
- (d) A Participant in the Plan may not participate under this Article and contribute to an HSA.

ARTICLE XV.
DEPENDENT CARE EXPENSE REIMBURSEMENT PLAN

15.1 Purpose. The purpose of this Article is to provide Participants with the opportunity to be reimbursed for eligible Dependent Care Expenses as an Optional Benefit under the Plan. This Article is intended to qualify as a “dependent care assistance program” under Section 129 of the Code so that payments received under this portion of the Plan are excludable from the gross income of the Participant under Section 129(a) of the Code. This Dependent Care Expense Reimbursement Plan is not subject to ERISA.

15.2 Separate Written Plan. For purposes of Section 129 of the Code, this Article shall constitute a separate written plan providing reimbursement of certain Dependent Care Expenses. To the extent necessary, other provisions of the Plan are incorporated by reference.

15.3 Definitions.

- (a) **Claims Run-out Period** means the period beginning on the first day following the close of the Plan Year and ending on thirty (30) days from the close of the Plan Year.
- (b) **Dependent Care Account (“DC Account”)** means the record keeping account established by the Plan Administrator for each Plan Year for each Participant from whom an Election to create such an account is received.
- (c) **Dependent Care Center** shall have the meaning given such term in Sections 21(b)(2)(C) and 21(b)(2)(D) of the Code: a facility that (1) complies with all applicable laws and regulations of the state and town, city or village in which it is located; (2) provides care for more than six individuals (other than individuals who reside at the facility); and (3) receives a fee, payment or grant for providing services for any of the individuals (regardless of whether such facility is operated for profit).
- (d) **Dependent Care Expenses** means amounts paid by the Participant for services that would be considered employment-related expenses under Section 21(b)(2) of the Code, any applicable proposed or final regulations issued thereunder, or any guidance issued by the IRS interpreting or applying any of the foregoing. Employment-related expenses for purposes of this Plan include expenses incurred to enable a Participant to be Gainfully Employed during any period for which there are one or more Qualifying Individuals with respect to the Participant for (1) household services; and (2) care of a Qualifying Individual. However, employment-related expenses which are incurred for services outside the Participant’s household shall be considered Dependent Care Expenses only if incurred for the care of a Qualifying Individual described in Section 15.3(i)(1) below or a Qualifying Individual not described in Section 15.3(i)(1) below who regularly spends at least eight (8) hours each day in the Participant’s household. Dependent Care Expenses do not include expenses which are incurred for services provided by a Dependent Care Center if such center does not comply with all applicable laws and regulations of the applicable state or other unit of local government which regulates the center. In addition, Dependent Care Expenses shall not include any amounts paid to an individual who:
 - (1) is a child of such Participant (within the meaning of Section 152(f)(1) of the Code) who is under the age of nineteen (19) at the close of such taxable year;
 - (2) with respect to whom, for such taxable year, a deduction is allowable under Section 151(c) of the Code (relating to personal exemptions for dependents) to such Participant or the Spouse of such Participant;
 - (3) is the Spouse of the Participant at any time during the taxable year; or

- (4) is the parent of the Participant's child who is a Qualifying Individual.
- (e) **Earned Income** shall have the meaning given such term in Section 32(c)(2) of the Code (which refers to wages, salaries, tips and other Employee Compensation as well as net earnings from self-employment), but shall not include any amounts reimbursed by the Employer under this portion of the Plan. Further, if a Participant's Spouse is a Student or incapable of caring for himself or herself, the provisions of Section 21(d)(2) of the Code shall apply in determining the Earned Income of that Spouse. Generally, this Section provides that a Spouse of a Participant shall be deemed to have Earned Income of not less than \$250 per month if there is one Qualifying Individual with respect to the Participant or \$500 per month if there are two or more Qualifying Individuals with respect to the Participant.
- (f) **Gainfully Employed** means the earning of income for services performed or the period of active search for gainful employment. Nominal reimbursement for volunteer work is not considered gainful employment.
- (g) **Highly Compensated Employees** means Employees who are "highly compensated" as defined in Section 414(q) of the Code.
- (h) **Non-Highly Compensated Participants** means Employees who are not Highly Compensated Employees.
- (i) **Qualifying Individual** means a person for whom expenses can be submitted for reimbursement. A Qualifying Individual is an individual who is a "qualifying individual" as defined in Section 21 of the Code.

Under Section 21 of the Code:

- (1) A Qualifying Individual is:
- i. the Participant's "qualifying child" under Section 152 of the Code who is under age thirteen (13);
 - ii. the Participant's "qualifying child" under Section 152 of the Code (determined without regard to Sections 152(b)(1) and (b)(2) of the Code) who is mentally or physically unable to care for himself or herself;
 - iii. the Participant's "qualifying relative" under Section 152 of the Code (determined without regard to Sections 152(b)(1), (b)(2), and (d)(1)(B) of the Code) who: (1) is mentally or physically unable to care for himself or herself; and (2) has the same principal place of abode as the Participant for at least one-half of the year; or
 - iv. the Participant's Spouse who: (1) is mentally or physically unable to care for himself or herself; and (2) has the same principal place of abode as the Participant for at least one-half of the year.
- (2) With the exception of two parents that file income taxes jointly, only one person is entitled to treat the child as a Qualifying Individual. Where multiple people are involved, there are two special rules to determine which person is entitled to treat the child as a Qualifying Individual.

- i. **Divorced or Separated Parents, or Parents Living Apart.** If a child's parents are divorced, legally separated, separated pursuant to a written agreement, or live apart at all times during the last six (6) months of the calendar year, a special rule applies if: (i) the child is under age 13 or is mentally or physically unable to care for himself or herself; (ii) the child receives more than 50% of his or her support from the parents (in aggregate); and (iii) the child resides with the parents (in aggregate) for more than 50% of the year. In such situations, the child is the Qualifying Individual of the custodial parent even if the custodial parent has released the right to claim the child as a dependent. The custodial parent is the parent identified in Section 152(e) of the Code (i.e., generally the parent with whom the child resides for the greater number of nights during the calendar year or, if the child resides with both parents for an equal number of nights, the parent with the higher adjusted gross income for the year).
- ii. **Two or More Persons Claiming a Child as a Qualifying Individual.** If the special rule described above regarding divorce, etc. does not apply, the special tie-breaker rules of Section 152(c)(4) of the Code may apply. If an individual is a qualifying child (as defined in Section 152 of the Code) with respect to more than one person, then:
 - a. If both persons are the individual's parents and they file a joint federal income tax return, the child is the Qualifying Individual of both parents.
 - b. If both persons are the individual's parents and they file separate federal income tax returns, then the child is the Qualifying Individual of the parent with whom the child resided for the longest period of time during the calendar year (or, if child resides with both parents for the same amount of time during the year, the parent with the highest adjusted gross income for the year). However, if that parent (i.e., the custodial parent or the parent with the highest adjusted gross income) does not claim the child as a qualifying child (as defined in Section 152 of the Code) for any purpose (i.e., a dependent care expense reimbursement program, the earned income credit, the dependency deduction, the child tax credit, and the dependent care credit), then the child is the Qualifying Individual of the other parent (i.e., the non-custodial parent or the parent with the lowest adjusted gross income). This is the one person that is entitled to treat the child as a Qualifying Individual.
 - c. If one person is the individual's parent and the other is not, the child is the Qualifying Individual of the parent. However, if the parent does not claim the child as a qualifying child (as defined in Section 152 of the Code) for any purpose (i.e., a dependent care expense reimbursement program, the earned income credit, the dependency deduction, the child tax credit, and the dependent care credit), then the child is the Qualifying Individual of the other person (i.e., the non-parent). This is the one person that is entitled to treat the child as a Qualifying Individual.
 - d. If neither person is the individual's parent, the child is the Qualifying Individual of the person with the highest adjusted

gross income for the year in question. However, if that person does not claim the child as a qualifying child (as defined in Section 152 of the Code) for any purpose (i.e., a dependent care expense reimbursement program, the earned income credit, the dependency deduction, the child tax credit, and the dependent care credit), then the child is the Qualifying Individual of the other person (i.e., the person with the lowest adjusted gross income). This is the one person that is entitled to treat the child as a Qualifying Individual.

- (j) **Student** shall have the meaning provided in Section 21(e)(7) of the Code which means an individual who during each of five (5) calendar months during the taxable year is a full time student at an educational organization which normally maintains a regular facility and curriculum and normally has a regularly enrolled body of students in attendance at the place where its educational activities are regularly carried on as provided in Sections 21(e)(8) and 170(b)(1)(A)(ii) of the Code.

15.4 Dependent Care Account. The DC Account will be credited as of each date Compensation is paid to the Participant with a pro-rated portion of the Participant's Election for the Plan Year. A Participant's DC Account will be decreased from time to time in the amount of payments made to the Participant for eligible Dependent Care Expenses incurred during the Plan Year.

15.5 Claims Determination. Claim submission, determination, and appeals shall be handled in accordance with Article VI.

15.6 Incurred Expenses. To be reimbursable, an eligible Dependent Care Expense must have been incurred after participation in this portion of the Plan began and during the Plan Year for which reimbursement is claimed related to such Plan Year. An expense is "incurred" when the Participant is provided with the care which gives rise to the eligible Dependent Care Expense, not when the service is billed or paid. Reimbursement shall not be made for future or projected expenses.

15.7 Reimbursement of Expense. The Participant shall be reimbursed as specified in Section 6.7 from the Participant's DC Account for eligible Dependent Care Expenses incurred during the applicable Plan Year for which the Participant submits the documentation required under Article VI. In no case shall a payment be made which exceeds the balance in the Participant's DC Account at the time reimbursement is processed. Claims for reimbursement must be submitted prior to the close of the Claims Run-out Period for such Plan Year.

If a claim for reimbursement exceeds the available balance in the Participant's DC Account, the excess part of the claim will be carried over and paid as the Participant's DC Account becomes adequate. Under no circumstances (a) will any balance remaining in a Participant's DC Account at the end of the Plan Year be carried over to the next Plan Year; or (b) will an otherwise eligible Dependent Care Expense be carried over to the next Plan Year.

15.8 Maximum Reimbursement. The maximum reimbursement which a Participant may receive in a tax year under this portion of the Plan shall be the lesser of:

- (a) the Participant's Earned Income for the tax year;
- (b) the actual or deemed Earned Income of the Participant's Spouse for the tax year; or
- (c) \$5,000 (or in the case of a Participant who is married and filing a separate income tax return from his or her Spouse, \$2,500).

This maximum includes the Employer Contribution, if any, DC Account forfeitures and the Participant's salary reduction. If a Participant is married and the Spouse of the Participant also participates in a dependent care program under Section 129 of the Code, the combined reimbursements may not exceed the limits described above for the tax year. It shall be the Participant's responsibility to monitor the combined reimbursements.

- 15.9 Reimbursement Upon Termination of Participation.** If an individual ceases to be a Participant in this portion of the Plan during a Plan Year, no further contributions will be credited to the DC Account. However, expenses incurred while a Participant may be reimbursed if submitted within thirty (30) days from the close of the Plan Year.
- 15.10 Participant's Death.** In the event a Participant dies having incurred an eligible Dependent Care Expense (a) which would have been reimbursable out of the Participant's DC Account had the Participant not died, and (b) for which a person or the Participant's estate has paid for or assumed liability, reimbursement may be made to that person or the estate for that payment or assumption. The remainder of the Participant's DC Account shall be forfeited in accordance with Section 5.6.
- 15.11 Nondiscrimination.** This portion of the Plan shall not discriminate in favor of Highly Compensated Employees or their Dependents with respect to eligibility, contributions or benefits. The average eligible Dependent Care Expenses paid to Non-Highly Compensated Employees shall be at least fifty-five percent (55%) of the average eligible Dependent Care Expenses paid to Highly Compensated Employees. If benefits are provided through salary reduction agreements, Employees with annual compensation less than \$25,000 may be excluded. If the Plan Administrator determines that the Plan is or will be discriminatory, the Plan Administrator may take any action permitted by law to avoid such result in accordance with Section 6.16. If this portion of the Plan fails any applicable nondiscrimination requirements, Highly Compensated Employees shall have taxable income imputed to the extent required by law.
- 15.12 DC Account Forfeiture.** Amounts attributed to a Participant's DC Account for any Plan Year shall be used only to reimburse the Participant for eligible Dependent Care Expenses incurred during such Plan Year. Any balance remaining in a Participant's DC Account for a Plan Year shall be forfeited following the Claims Run-out Period and shall be forfeited in accordance with Section 5.6. The Plan Administrator may extend this period in the event the Participant cannot obtain proper documentation until after the expiration of the period. Such forfeited amount shall not be distributed in cash, carried over to the next Plan Year or used by the Participant for any other purpose.
- 15.13 Dependent Care Limitations.** Reimbursement or payment of eligible Dependent Care Expenses shall be made to the Participant only in the event and to the extent that such reimbursement or payment is: (a) not otherwise provided under any insurance policy, whether the premium on such policy is paid by the Employer or an individual; and (b) not provided for or reimbursable under any other plan or policy.
- 15.14 Reporting and Disclosure.** Each Participant must be furnished with a written statement showing the amounts paid under this portion of the Plan by an Employer on behalf of the Participant for a calendar year. The statement must be furnished before January 31st of the following year. If the actual amount paid is not known by this deadline, the Employer may report a reasonable estimate of the amounts paid under this portion of the Plan.

**ARTICLE XVI.
HSA CONTRIBUTION FEATURE**

16.1 Purpose. The purpose of this Article is to provide for the pre-tax funding of an HSA under this Plan as an Optional Benefit.

16.2 Separate Written Plan. For purposes of Section 223 of the Code, this Article shall constitute a separate written plan. To the extent necessary, other provisions of the Plan are incorporated by reference.

16.3 Definitions.

- (a) **HSA** means a health savings account under Section 223 of the Code established and owned by a Participant to which contributions are made under this portion of the Plan. The trustee or custodian of the HSA shall be selected by the Participant from among several Employer-approved trustees and custodians. The Employer does not sponsor a Participant's HSA, and a Participant's HSA is not an employer-sponsored group health plan.
- (b) **HSA Contribution Feature** means the portion of the Plan described in this Article, which consists of the ability to contribute to a Participant's HSA through salary reduction and allocation of Employer Contributions, if any.
- (c) **High Deductible Health Plan** means a "qualifying high deductible health plan" under Section 223(c)(2) of the Code, including those not sponsored by the Employer.
- (d) **Permitted Insurance or Permitted Coverage** means:
 - (1) insurance in which substantially all of the coverage relates to liabilities incurred under workers' compensation laws, tort liabilities, liabilities related to ownership or use of property, or similar liabilities as specified by the IRS;
 - (2) insurance for specified disease or illness (e.g., cancer insurance);
 - (3) insurance that pays a fixed amount per day (or other period) of hospitalization (e.g., hospital indemnity insurance);
 - (4) coverage for accidents, disability, dental care, vision care, preventive care, or long-term care;
 - (5) some medical reimbursement accounts and health reimbursement arrangements ("HRAs") (e.g., limited scope medical reimbursement accounts and HRAs, suspended HRAs, post-deductible medical reimbursement accounts and HRAs, and retirement HRAs); and
 - (6) some wellness programs and employee assistance programs (e.g., those that do not provide significant benefits in the nature of non-preventive medical care or treatment).

16.4 Eligibility. To be eligible for HSA contributions, the Employee must:

- (a) be eligible to participate in this Plan under Section 3.1;
- (b) be covered by the High Deductible Health Plan;

- (c) not be claimed as another person's dependent for purposes of such person's federal income tax return;
- (d) not be actually covered by Medicare; and
- (e) not have any health coverage other than Permitted Insurance, Permitted Coverage, or coverage under a high deductible health plan (as defined under Section 223(c)(2) of the Code), whether or not such coverage is sponsored by the Employer.

Participation in this HSA Contribution Feature component shall cease upon the earlier of the date upon which the Participant no longer satisfies the foregoing eligibility requirements or the date determined under Section 3.4 of this Plan.

16.5 Contributions.

- (a) **Employer Contributions.** Employer Contributions, if any, will be contributed to the Participant's HSA at the times established by the Employer.
- (b) **Employee Contributions.** Amounts withheld from a Participant's Compensation pursuant to an agreement authorizing salary reduction with respect to this Optional Benefit shall be contributed to the Participant's HSA as soon as administratively feasible.

16.6 Limits on Contributions. Contributions made by a Participant and/or on a Participant's behalf (i.e., Employer Contributions) into the HSA under this Plan are limited in accordance with the following rules.

- (a) **General Limit.** During a taxable year, total contributions to all health savings account owned by a Participant cannot exceed the indexed amount established under Section 223 of the Code.
- (b) **Catch Up Contributions.** An additional "catch-up" amount (determined on a monthly basis) can be contributed for eligible individuals who attain age 55 before the close of the taxable year.
- (c) **Pro-rated Limit if Not Eligible on December 1st.** If a Participant is eligible for HSA contributions during a taxable year but ceases to be eligible prior to December 1st of that taxable year, the contribution limit for that taxable year shall be determined by multiplying 1/12 of the applicable limit by the number of months the first day of which the Participant was eligible for HSA contributions. This pro-rated limit shall apply to all contributions made during the applicable taxable year, including those contributions made prior to the date on which the Participant ceased to be eligible for HSA contributions.
- (d) **Special Rule if Eligible on December 1st.** If a Participant becomes eligible for HSA contributions during the taxable year and is eligible on December 1st of such year, the Participant shall be deemed to have been eligible for each month in such taxable year and may make or receive HSA contributions up to the full annual limit. This special rule applies to all contributions made during the applicable taxable year, including contributions made prior to or after December 1st.

Example: An Eligible Employee becomes eligible for HSA contributions on July 1st and remains eligible through December 1st. The Eligible Employee may begin making contributions to his or her HSA through this Plan on July 1st at a rate pursuant to which the full annual contribution will have been made by the end of the taxable year.

If a Participant to whom this special rule applies ceases to be eligible for HSA contributions within the twelve (12) month period beginning with the last month of such taxable year other than by reason of death or disability (as described in Section 72(m)(7) of the Code), then any contribution made in excess of the annual limit under the general rule described above will be included in the Participant's gross income and will be subject to an excise tax as provided in Section 223(b)(8)(B) of the Code.

- (e) **Special Rule for Married Participants.** If the Participant is married and both the Participant and Participant's Spouse have coverage under a high deductible health plan (as defined in Section 223 of the Code), the applicable limit is divided equally between them (unless they agree to a different allocation).
- (f) **Rollover Contributions.** Rollover contributions may also be made to the HSA from another health savings account or from an Archer MSA. Rollover contributions are not subject to the contribution limit described above.
- (g) **Treatment of Excess Contributions.** To the extent total contributions to a Participant's health savings accounts made during the taxable year exceed the applicable limit on such contributions, then the contributions in excess of the limit shall be included in the Participant's gross income and shall be subject to an excise tax as provided in Section 4973(g) of the Code, unless returned in accordance with Section 223(f)(3) of the Code.

16.7 Investment of HSA Funds. A Participant may invest his or her HSA funds as allowed by the HSA trustee/custodian. The Employer shall have no control or responsibility for how a Participant's HSA funds are invested.

16.8 Tax Consequences. It is intended that the HSA contributions made under this Plan shall be excluded from the Participant's gross income under Section 223 of the Code.

16.9 Distribution of HSA Funds. The Employer shall have no responsibility or control over distributions made from a Participant's HSA. The Employer shall have no responsibility to substantiate expenses for which such distributions are made. Sections 6.7 and 6.8 of this Plan shall not apply to distributions from a Participant's HSA. A Participant need not be a Participant in this Plan, be covered by a High Deductible Health Plan of this Employer, nor be covered by any other high deductible health plan in order to receive a distribution from the Participant's HSA.

16.10 Reporting. The Employer shall be responsible for reporting contributions made to a Participant's HSA through this Plan on the Participant's Form W-2. Participants shall be responsible for reporting contributions to their HSAs and distributions from their HSAs on appropriate forms. Participants shall also be responsible for determining whether an HSA distribution is taxable.

16.11 Continuation of Coverage. This HSA Contribution Feature and the underlying HSAs are not group health plans for purposes of the Consolidated Omnibus Budget Reconciliation Act of 1985, ("COBRA"), as amended, and reflected in the Public Health Services Act ("PHSA"), as amended, the Family and Medical Leave Act ("FMLA"), and the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"). COBRA, FMLA, and USERRA do not apply to this HSA Contribution Feature and the underlying HSAs.

**ARTICLE XVII.
LIMITED SCOPE MEDICAL EXPENSE REIMBURSEMENT PLAN**

- 17.1 Purpose.** The purpose of this Article is to provide Participants with the opportunity to be reimbursed for certain eligible Limited Scope Medical Expenses as an Optional Benefit under the Plan. This Article is intended to qualify as a medical reimbursement plan under Section 105 of the Code so that payments received under this portion of the Plan are excludable from the gross income of the Participant under Section 105(b) of the Code. This Article is also intended to be “permitted coverage” for purposes of determining eligibility for health savings account contributions under Section 223 of the Code.
- 17.2 Separate Written Plan.** For purposes of Section 105 of the Code, this Article shall constitute a separate written plan providing for the reimbursement of Limited Scope Medical Expenses. This is a separate and distinct “plan” from the Medical Expense Reimbursement Plan described under Article XV. To the extent necessary, other provisions of the Plan are incorporated by reference.
- 17.3 Definitions.**
- (a) **Claims Run-Out Period** means the period beginning on the first day following the close of the Grace Period and ending on thirty (30) days from the close of the Grace Period.
 - (b) **Dependent** means an individual who is a Tax Dependent.
 - (c) **Highly Compensated Individual** means an individual who is highly compensated as defined in Section 105(h)(5) of the Code.
 - (d) **Limited Scope Medical Expense Account (“Limited Scope ME Account”)** means the record keeping account established by the Plan Administrator for each Plan Year for each Participant from whom an Election to create such an account is received.
 - (e) **Limited Scope Medical Expense** means an expense incurred during the applicable Plan Year by a Participant or by the Spouse or Dependent of a Participant for dental and vision within the meaning of “medical care” as defined in Section 213(d) of the Code. However, a Participant may not be reimbursed for dental and vision care of the type covered under the “qualifying high deductible plan” under Section 223(c)(2) of the Code, and a Participant may not be reimbursed for the cost of other dental or vision coverage such as premiums paid under plans maintained by an employer of the Participant's Spouse or individual policies maintained by the Participant or his or her Spouse or Dependent. “Limited Scope Medical Expense” shall include drugs and medicine only to the extent allowed by Section 106(f) of the Code.
- 17.4 Limited Scope Medical Expense Account.** The Limited Scope ME Account will be credited with the amount elected by the Participant and the Employer Contribution, if any, at the beginning of the Plan Year. A Participant's Limited Scope ME Account will be decreased from time to time in the amount of payments made to the Participant for eligible Limited Scope Medical Expenses incurred during the Plan Year and Grace Period, if applicable.
- 17.5 Claims Determination.** Claim submission, determination, and appeals shall be handled in accordance with Article VI.
- 17.6 Incurred Expenses.** To be reimbursable, an eligible Limited Scope Medical Expense must have been incurred after participation in this portion of the Plan began and during the Plan Year for which reimbursement is claimed or the Grace Period related to such Plan Year, if applicable. An expense is “incurred” when the Participant is provided with the care which gives rise to the eligible Limited Scope Medical Expense, not when the service is billed or paid. Reimbursement shall not be made for future projected expenses. Notwithstanding the foregoing, pursuant to and

in accordance with the Cafeteria Plan Regulations, the Plan may reimburse expenses for orthodontia care in advance.

17.7 Reimbursement of Expense. The Participant shall be reimbursed as specified in Section 6.7 from the Participant's Limited Scope ME Account for eligible Limited Scope Medical Expenses incurred during the applicable Plan Year, and the Grace Period, if applicable, for which the Participant submits the documentation required under Article VI. An amount up to the sum of the Participant's Election and the Employer Contribution, if any, and reduced as of any particular time for prior reimbursements for the same Plan Year, shall be available for reimbursement at all times during the Plan Year, and the Grace Period, if applicable. Claims for reimbursement within a Plan Year, and the Grace Period, if applicable, must be submitted prior to the close of the Claims Run-Out Period for such Plan Year.

In no case shall a payment be made which exceeds the annual balance remaining in the Participant's Limited Scope ME Account at the time reimbursement is processed. If a claim for reimbursement exceeds the balance in the Participant's Limited Scope ME Account, the excess part of the claim will be denied. Under no circumstances (a) will any balance remaining in a Participant's Limited Scope ME Account at the end of the Plan Year, and the Grace Period, if applicable, be carried over to the next Plan Year; or (b) will an otherwise eligible Limited Scope Medical Expense be carried over to the next Plan Year.

17.8 Maximum Reimbursement. The maximum reimbursement a Participant may receive for a Plan Year under this portion of the Plan shall be the lesser of: (1) \$3,000; or (2) the maximum amount of salary reduction contribution that may be made to the Medical Expense Reimbursement Plan under applicable law. The maximum reimbursement amount applies to the Participant, Spouse, and Dependent on an aggregate basis, not an individual basis.

17.9 Reimbursement Upon Termination of Participation. If an individual ceases to be a Participant in this portion of the Plan, coverage shall cease (which means that reimbursements shall cease) unless benefits under the Plan are continued as provided in Section 17.14. If coverage ceases, reimbursements for eligible Limited Scope Medical Expenses incurred before participation terminated may be reimbursed if submitted within thirty (30) days of the date on which participation was terminated.

17.10 Participant's Death. In the event a Participant dies having incurred an eligible Limited Scope Medical Expense (a) which would have been reimbursable out of the Participant's Limited Scope ME Account had the Participant not died; and (b) for which a person or the Participant's estate has paid for or assumed liability for the expense, reimbursement may be made to that person or the estate for that payment or assumption. The remainder of the Participant's Limited Scope ME Account shall be forfeited in accordance with Section 5.6.

17.11 Nondiscrimination. This portion of the Plan shall not discriminate in favor of Highly Compensated Individuals as to eligibility to participate or benefits. If the Plan Administrator determines that this portion of the Plan is or may be discriminatory, the Plan Administrator may take action permitted by law to avoid such result. If the Plan fails any applicable nondiscrimination requirements, Highly Compensated Individuals shall have taxable income imputed to the extent required by law.

17.12 Limited Scope ME Account Forfeiture.

(a) **Limited Scope ME Claims Grace Period.** The Claims Grace Period for the Medical Expense Reimbursement Plan shall expire on March 15th of the following year.

(b) **Limited Scope ME Account Claims Run-Out Period.** Amounts attributed to a Participant's Limited Scope ME Account for any Plan Year shall be used only to reimburse the Participant for eligible Limited Scope Medical Expenses incurred during such Plan

Year. Any balance remaining in a Participant's Limited Scope ME Account for a Plan Year shall be forfeited following the end of Claims Run-Out Period and shall be forfeited in accordance with Section 5.6. The Plan Administrator may extend this period in the event the Participant cannot obtain proper documentation until after the expiration of the period. Such forfeited amount shall not be distributed in cash, carried over to the next Plan Year or used by the Participant for any other purpose.

17.13 Medical Child Support Orders. Notwithstanding any provision of this Plan to the contrary, this Plan shall recognize child support orders regarding coverage under this Limited Scope Medical Expense Reimbursement Plan to the extent required by applicable law.

17.14 Continuation of Coverage. Continued coverage shall be provided under this Limited Scope Medical Expense Reimbursement Plan as required under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), as amended, and, as reflected in the Public Health Services Act ("PHSA"), as amended.

17.15 HIPAA. The Limited Scope Medical Expense Reimbursement Plan shall comply with the Privacy Rules and Security Rules under HIPAA (if applicable) as further provided in Article XIX. In addition, the Limited Scope Medical Expense Reimbursement Plan shall comply with the portability requirements under HIPAA, if applicable.

17.16 Further Limitations on Benefits.

- (a) This Article does not cover expenses incurred for any loss caused by or resulting from injury or disease for which benefits are payable under any worker's compensation law or other employer, union, association or governmental sponsored group insurance plan.
- (b) This Article does not cover expenses incurred for any loss caused by or resulting from injury or disease for which benefits are received by the Participant, the Participant's Spouse or the Participant's Dependent under any health and accident insurance policy or program, whether or not premiums are paid by the Employer or the Participant, the Participant's Spouse or the Participant's Dependent child.
- (c) Amounts reimbursed under a dependent care assistance program described in Section 129 of the Code shall not be reimbursed under this Plan.

**ARTICLE XVIII.
CASH PAYMENT**

- 18.1 Purpose.** The purpose of this Article is to describe the Cash Payment available under this Plan as an Optional Benefit. The Employer Contribution that is not allocated for the purposes of benefits under this Plan may be available to the Participant in cash as provided herein.
- 18.2 Terms, Conditions and Limitations.** A Participant is required to allocate the Employer Contribution to pay for Core Benefits and may allocate the Employer Contribution for Optional Benefits. To the extent a Participant waives Group Medical Benefits and does not allocate all of the Employer Contribution to Benefits available under this Plan, a Participant shall receive a Cash Payment of the unused Employer Contribution.
- 18.3 Payment.** Cash Payments shall be made at least monthly and within the month that the Employer Contribution would otherwise have been used for benefits. Cash Payments shall be made only to Participants. If a Participant ceases to meet the eligibility requirements, then Cash Payments shall cease.
- 18.4 Tax Consequences.** Any cash payment received through the Plan is taxable income to the Participant.

ARTICLE XIX. HIPAA PROVISIONS

The Privacy Rules and Security Rules under HIPAA apply to the Medical Expense Reimbursement Plan and the Limited Scope Medical Expense Reimbursement Plan unless such Optional Benefits are self-insured and have less than fifty (50) Participants and the Employer is the Claims Administrator for such Optional Benefits for the purposes of this Article XIX, such Optional Benefits are referred to as the "Plan."

19.1 Use and Disclosure of PHI. The Plan will use PHI to the extent allowed by, and in accordance with the uses and disclosures permitted by, HIPAA. Specifically, the plan will use and disclose PHI for purposes related to health care treatment, payment for health care and health care operations. The Plan will also use and disclose PHI as required by law and as permitted by authorization of the subject of PHI. If the Plan discloses PHI to the Employer in accordance with this Article XIX, the Employer may use and further disclosure PHI for the same purposes and in the same situations as the Plan may use and disclose PHI, provided that such use or disclosure is for Plan administration functions performed by the Employer for the Plan or is required by law or permitted by authorization. All uses and disclosures of PHI, whether by the Plan or by Employer, shall be limited to the minimum PHI necessary to accomplish the intended purpose of the use or disclosure in accordance with HIPAA. Notwithstanding the foregoing, neither the Plan nor the Employer shall use PHI that is genetic information in a manner that is prohibited by the Genetic Information Nondiscrimination Act of 2008.

(a) **Payment** includes activities undertaken by the Plan to obtain premiums or determine or fulfill its responsibility for coverage and provision of Plan benefits that relate to an individual to whom health care is provided. These activities include, but are not limited to, the following:

- (1) determination of eligibility, coverage and cost sharing amounts (for example, cost of a benefit, Plan maximums and co-payments as determined for an individual's claim);
- (2) coordination of benefits;
- (3) adjudication of health benefits claims (including appeals and other payment disputes);
- (4) subrogation of health benefit claims;
- (5) establishing employee contributions;
- (6) risk adjusting amounts due based on enrollee health status and demographic characteristics;
- (7) billing, collection activities, and related health care data processing;
- (8) claims management and related health care data processing, including auditing payments, investigating and resolving payment disputes and responding to participant inquiries about payments;
- (9) obtaining payment under a contract for reinsurance (including stop-loss and excess of loss insurance);
- (10) medical necessity reviews or reviews of appropriateness of care or justification of charges;

- (11) utilization review, including pre-certification, preauthorization, concurrent review and retrospective review;
 - (12) disclosure to consumer reporting agencies related to the collection of premiums or reimbursement (the following PHI may be disclosed for payment purposes: name and address, date of birth, Social Security number, payment history, account number and name and address of provider and/or health plan); and
 - (13) reimbursement to the Plan.
- (b) **Health care operations** include, but are not limited to, the following activities:
- (1) quality assessment;
 - (2) population-based activities relating to improving health or reducing health care costs, protocol development, case management and care coordination, disease management, contacting health care providers and patients with information about treatment alternatives and related functions;
 - (3) rating provider and Plan performance, including accreditation, certification, licensing or credentialing activities;
 - (4) underwriting, premium rating and other activities relating to the creation, renewal or replacement of a contract of health insurance or health benefits, and ceding, securing or placing a contract for reinsurance of risk relating to health care claims (including stop-loss insurance and excess of loss insurance);
 - (5) conducting or arranging for medical review, legal services and auditing function, including fraud and abuse detection and compliance programs;
 - (6) business planning and development, such as conducting cost-management and planning-related analyses related to managing and operating the Plan, including formulary development and administration, development or improvement of payment methods or coverage policies;
 - (7) business management and general administration activities of the Plan, including, but not limited to:
 - (i) management activities relating to the implementation of and compliance with HIPAA's administrative simplification requirements; and
 - (ii) customer service, including data analyses for policyholders.
 - (8) resolution of internal grievances; and
 - (9) due diligence in connection with the sale or transfer of assets to a potential successor in interest, if the potential successor in interest is a covered entity under HIPAA or following completion of the sale or transfer, will become a covered entity.

19.2 Employer's Obligations under the Privacy Rules. Under the Privacy Rules, the Plan may not disclose PHI to the Employer unless the Employer certifies that the Plan document has been amended to provide that the Plan will make such disclosures only upon receipt of a certification from the Employer that the Plan has been amended to include certain conditions to the Employer's receipt of PHI and that Employer agrees to those conditions. By adopting this Plan document, the Employer certifies that the Plan has been amended as required by the Privacy

Rules and that it agrees to the following conditions, thereby allowing the Plan to disclose PHI to the Employer. The Employer agrees to:

- (a) not use or further disclose PHI other than as permitted or required by the Plan document or as required by law;
- (b) ensure that any agents, including a subcontractor, to whom the Plan provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to such PHI;
- (c) not use or disclose PHI for employment related actions and decisions unless authorized by an individual;
- (d) not use or disclose PHI in connection with any other benefit or employee benefit plan of the Employer unless authorized by an individual;
- (e) report to the Plan any PHI use or disclosure of which it becomes aware that is inconsistent with the uses or disclosures permitted hereunder and/or may constitute a "breach" as that term is defined in HIPAA;
- (f) make PHI available for access by the individual who is the subject of the PHI in accordance with HIPAA;
- (g) make PHI available for amendment and incorporate any amendments to PHI in accordance with HIPAA;
- (h) make available the information required to provide an accounting of disclosures in accordance with HIPAA;
- (i) make internal practices, books and records relating to the use and disclosure of PHI received from the Plan available to the HHS Secretary for the purposes of determining the Plan's compliance with HIPAA; and
- (j) if feasible, return or destroy all PHI received for the Plan that the Employer still maintains in any form, and retain no copies of such PHI when no longer needed for the purpose for which disclosure was made (or if return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction infeasible).

19.3 Employer's Obligations under Security Rules. If the Employer creates, receives, maintains, or transmits ePHI (other than enrollment and disenrollment information and Summary Health Information, which are not subject to these restrictions), the Employer will:

- (a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI;
- (b) ensure that any agents, including subcontractors, who create, receive, maintain, or transmit ePHI on behalf of the Plan implement reasonable and appropriate security measures to protect the ePHI;
- (c) report to the Plan any Security Incident of which it becomes aware; and
- (d) implement reasonable and appropriate security measures to ensure that only those persons identified below have access to ePHI and that such access is limited to the purposes identified below.

19.4 Adequate separation between the Plan and the Employer must be maintained. In accordance with HIPAA, only the following employees or classes of employees may be given access to PHI:

- (a) the person employed in the position that is given primary responsibility for performing the Employer's duties as the Plan Administrator of the Optional Benefits; and
- (b) staff designated by the person described in (a) above.

19.5 Limitation of PHI Access and Disclosure. The person(s) described above may only have access to and use and disclose PHI for Plan administration functions that the Employer performs for the Plan.

19.6 Noncompliance Issues. If the person(s) described above does not comply with this Plan document, the Employer shall provide a mechanism for resolving issues of noncompliance including, but not limited to, disciplinary sanctions.

19.7 Amendments and Guidance. To the extent HIPAA is amended and/or enforcement agency guidance is issued after the Effective Date of this Plan, the Plan shall be administered in accordance with the law, including such amendments and/or changes.

Dated: _____

CITY OF ELK RIVER

By: _____

Its: _____

By: _____

Its: _____

EXHIBIT A.
INSURANCE CARRIER/THIRD PARTY PROVIDER INFORMATION
(as of January 1, 2013)

Group Medical Benefits

Carrier Name:	Medica
Address:	401 Carlson Parkway Minnetonka, MN 55305
Phone Number:	952-945-8000
Policy or Group Number:	553904
Policy Year:	January – December

Group Dental Benefits

Carrier Name:	Principal Financial Group
Address:	711 High Street Des Moines, IA 50392-0001
Phone Number:	800-843-1371
Policy or Group Number:	1015564
Policy Year:	January – December

Group Term Life

Carrier Name:	The Standard Insurance Company
Address:	PO Box 5676 Portland, OR 97228-5676
Phone Number:	800-628-8600
Policy or Group Number:	142052
Policy Year:	January – December

Long Term Disability Benefits

Carrier Name:	National Insurance Services of Wisconsin
Address:	250 South Executive Drive, Suite 300 Brookfield, WI 53005-4273
Phone Number:	800-627-3660
Policy or Group Number:	018374
Policy Year:	January – December

Short Term Disability Benefits

Carrier Name:	Unicare Life & Health Insurance Company
Address:	PO Box 7654 Chicago, IL 60680-4654
Phone Number:	800-618-6435
Policy or Group Number:	146133W001
Policy Year:	January – December



Request for Action

To
City Council

Item Number
6.1

Meeting Date
May 6, 2024

Prepared By

Item Description
Introduction of New Employees

Reviewed by:
Cal Portner
Tina Allard

Action Requested
Welcome new employees.

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

- Fire Department Administrative Assistant Kaitlyn Hennes
- Police Department Secretary/Receptionist Caroline Koch

Financial Impact
N/A

Mission/Policy/Goal
Elk River Mission Statement

Attachments
None

The Elk River Vision

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



Request for Action

To
City Council

Item Number
7.1

Meeting Date
May 6, 2024

Prepared By
Ryan Sandhoefner, Engineering Project Manager

Item Description
Ordinance 24-11 Amendment: Compost Transfer Facility

Reviewed by:
Justin Femrite
Cal Portner
Tina Allard

Action Requested

1. Request to open and close the public hearing
2. Adopt, by motion, Ordinance amendment 24-11 to Section 58-31, Solid Waste
3. Approve, by motion, the Compost Transfer Facility Policy

Background/Discussion

The proposed ordinance changes reflect enforceable violations of illegally dumped materials at the Compost Transfer Facility and maintain consistency with the other Sherburne County Compost Transfer Facilities.

The Compost Transfer Facility Policy has been updated to reflect the proposed ordinance amendments and previously provided Council direction on site rules.

Financial Impact
N/A

Mission/Policy/Goal
Meet changing needs - Agile

Attachments

1. Ordinance Amendment: Solid Waste
2. Compost Transfer Facility Policy

The Elk River Vision

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





Ordinance 24 - ____

An Ordinance Amending Chapter 58, Solid Waste 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 § 58-31, Waste of the City of Elk River Code of Ordinances shall be amended to read as follows:

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Blue Bag Organics program means the program used for SSO collection by means of placing SSO into Blue Bag Organics bags.

Clean wood means natural wood which has not been painted, varnished or coated with a similar material, has not been pressure treated with preservatives and does not contain resins or glues as in plywood or other composite wood products.

Collection means the aggregation of waste from the place at which it is generated and includes all activities up to the time when the waste is delivered to a waste facility.

Collector means any person who owns, operates or leases vehicles for the purposes of collection, conveyance, and transportation of any type of mixed municipal solid waste, recyclables and/or yard waste.

Compost means leaves, grass, grass clippings, compostable/organic garden debris and clippings from bushes and shrubs that do not exceed twenty (20) inches in diameter. This term does not include stumps, roots, or shrubs with intact root balls.

Door-side service means the hauler provides cart collection services from near the premises for those elderly and disabled customers determined unable to maneuver carts to the end of the driveway.

Garbage means organic waste resulting from the preparation of food and decayed and spoiled food from any source.

Hauler means a collector or transporter of mixed municipal solid waste recyclable materials and/or yard waste.

Illegal dumping means dumping or disposing of materials identified as unacceptable in Section 58-61 at the City of Elk River's Compost Transfer Facility.

Mixed municipal solid waste.

(1) Mixed municipal solid waste means garbage, refuse, and other solid waste from residential, commercial, industrial, and community activities that the generator of the waste aggregates for collection, except as provided in subsection (2) of this definition.

(2) Mixed municipal solid waste does not include auto hulks, street sweepings, ash, construction debris, mining waste, sludges, tree and agricultural wastes, tires, lead acid batteries, motor and vehicle fluids and filters, and other materials collected, processed, and disposed of as separate waste streams, but does include source-separated compostable materials.

State Law reference— Similar provisions, Minn. Stats. § 115A.03, subd. 21.

Multiple dwelling means any building used for residential purposes consisting of more than four dwelling units with individual kitchen facilities for each.

Recyclable materials means paper, plastic, tin cans, aluminum, motor oil, glass, and other metal goods, each separated or otherwise prepared, which are intended for transportation, processing and manufacturing reuse.

Recycling center means premises within the city approved by the council for receipt, storage, and processing of recyclable materials.

Refuse means discarded waste materials in a solid or semiliquid state consisting of garbage, rubbish or a combination thereof.

Rubbish means non-garbage solid waste such as tin cans, glass, paper, sweepings, clippings, ashes, etc.

Solid waste has the meaning given it in Minn. Stats. § 116.06, subd. 22.

Source separated organics (SSO) means food scraps and soiled paper but not yard wastes or inorganic materials such as recyclables and mixed municipal washes.

SECTION 2. That § 58-61, Compost Transfer Facility regulations of the City of Elk River Code of Ordinances shall be amended to read as follows:

- (a) *Acceptable materials.* The city will only accept yard waste and clean wood less than 20” in diameter at the City’s Compost Transfer Facility.
- (b) *Unacceptable materials.* The city will not accept the following items or similar items at the City’s Compost Transfer Facility:
- Stumps;
 - Root balls;
 - Logs or branches greater than 20” in diameter;
 - Materials from outside of Sherburne County;
 - Non-organic materials, including but not limited to, rocks, concrete, or plastics;
 - Mixed municipal solid waste or solid waste;
 - Hazardous substances or chemicals; and
 - Dead animals.
- (c) *Prohibition.* No person shall illegally dump at the city’s Compost Transfer Facility.
- (d) *Penalties.*
- (1) Any person violating this section shall be subject to the following penalties:
- a. A fine per the city’s fee schedule;
 - b. Revocation of their Compost Transfer Facility access pass for a period of one year or until payment of the fine, whichever is shorter.
- (2) Upon a second violation of this section, a person’s site access pass will be revoked for a period of one year regardless of payment of the fine and the person shall be issued a trespass notice for a period of one year.

Violation of Trespass Notice. Any person found in the city’s Compost Transfer Facility during the one-year period following issuance of a trespass notice will be issued a citation for trespassing on public property and receive a one-year extension of revocation of their site access pass.

SECTION 3. 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 6th day of May, 2024.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



**Compost Transfer
Facility Policy
5.6.2024**

Compost Transfer Facility Policy

Forward

The primary purpose of the Elk River compost transfer facility is to provide residents of Sherburne County with a means of disposal of yard waste, brush, organics recycling, and used oils. Four compost transfer facilities are operated throughout Sherburne County in Elk River, Zimmerman, Big Lake, and Becker. These facilities are available to all residents of Sherburne County and any site may be utilized using a standard access card common among the sites. Partial funding of the sites is provided by Sherburne County in the form of a SCORE grant with the remaining balance for each site funded by the respective cities.

These facilities provide residents of Sherburne County a convenient and free location for disposal of compostable materials. Material within the Elk River facility is divided into four categories; grass and leaves, brush and logs, organics recycling, and waste oil. Residents are required to separate their waste into the appropriate piles or storage containers to prevent contamination of each individual recycled material.

As a yard waste compost transfer facility, the city does not conduct any composting of the materials on site and does not provide processed compost materials to the public. Composting facilities are defined and regulated by the Minnesota Pollution Control Agency into 5 categories:

- Backyard composting – Utilized for homeowners to compost materials for their personal use. Does not require a permit.
- Organics drop-off sites – Community collection sites for disposal of household compostable food waste, utilized for collection and transport. Does not require a permit.
- Small compost sites – Small compost sites limited to 120 cubic yards of material for community gardens, universities, apartment buildings, commercial properties, etc. Does not require a permit.
- Yard waste compost transfer facility – Large scale collection site for yard waste to include leaves, grass clippings, vegetation, brush and logs. No composting is conducted on site, these sites are primarily utilized as collection areas for materials to be transported to a secondary site (yard waste compost facility) for processing. **Requires a permit.**
- Yard waste compost facility – Large scale sites utilized for processing yard waste into a suitable composted material. **Requires a permit.**

Elk River's site falls into two categories of compost facilities: organics drop-off site and yard waste compost transfer facility. In addition to these services, the site also houses a used oil collection container. The city contracts with outside vendors to remove collected materials from the facility which they then process into other recycled materials.

This policy is a summary of procedures and policies of the City as they relate to the compost transfer site operations.

Introduction

The City of Elk River hosts one of four Sherburne County compost transfer facilities. These facilities are free to residents of Sherburne County; however, residents must request a pass from one of the partnering cities to gain access to the sites. In addition to resident use, contractors performing landscape maintenance to include lawn mowing services may access the site utilizing the compost pass of the resident property owner whose property the work is performed on.

Funding of the site is largely provided through a Sherburne County SCORE grant with additional funding provided through the city's annual operating budget. Through this partnership with Sherburne County, the City assumes responsibility for the operations and maintenance of the site to include establishing contracts for the disposal of materials collected from the site. Daily maintenance of the site is conducted by public works staff to ensure the site remains clean of unauthorized materials, pile collected materials, and ensure safety of the site for its users.

1. **Yard waste** means leaves, grass, grass clippings, garden debris and clippings from bushes and shrubs that do not exceed 6 inches in diameter. This term does not include stumps, roots, or shrubs with intact root balls.
2. **Clean wood** means natural wood which has not been painted, varnished, or coated with a similar material, has not been pressure treated with preservatives and does not contain resins or glues as in plywood or other composite wood products.
3. **Illegal dumping** means dumping or disposing of any unacceptable materials, as defined in code, at the City of Elk River yard waste site.

Facility Operating Procedures

The Street and Park Superintendent or designee(s) is responsible for the overall operation and maintenance of the facility. Daily maintenance is conducted by public works staff Monday through Friday during scheduled shifts and may be conducted on weekends during the peak fall leaf drop season. Maintenance activities are tracked in the compost site logbook located in the public works breakroom. Daily maintenance includes:

- Removing garbage and other unauthorized materials from the piles of compostable material
- Separating piles of compostable material from brush and logs and pushing up piles
- Inspecting the waste oil drop off site and dumpsters
- Overall site inspection for hazards, signage, and damage

In addition to daily site maintenance, staff conducts weekly inspections of the oil drop site and dumpster area. Annually, or as needed, staff contracts with outside vendors to grind and transport brush and logs and transport grass and leaf waste to certified composting facilities.

Facility Rules

Use of the compost transfer facility is managed by the city under consistent rules set by the county and four managing cities. Rules for the four Sherburne County compost sites are consistent to ensure equity and compliance for all Sherburne County residents. These rules were established to ensure safety to the public utilizing the site, ensure the site remained open and free to residents, maintain consistency of all sites, and ensure compliance with state regulations for composting facilities. In addition, limitations on the types of acceptable materials were established to prevent damage to processing equipment and ensure an acceptable product for contracted vendors. Any parties found to be violating rules of the yard waste facility are subject to card deactivation.

Site Rules

- No vehicles over 19,500 GVW
- No chainsaw or equipment operation
- No smoking or fires permitted within the site
- No materials from outside Sherburne County.
- No commercial haulers, lawn and tree removal service providers must have the compost pass for whom they are performing the work to access the site

Acceptable Materials

- Yard waste
- Clean wood less than 25” in diameter

**If you are unsure whether material qualifies as acceptable material, please call Public Works at 763.635.1020*

Unacceptable Materials

- Stumps
- Root balls
- Logs or branches greater than 25” in diameter
- Materials from outside Sherburne County
- Non-organic materials, including but not limited to, rocks, concrete, or plastics
- Mixed municipal solid waste or solid waste
- Hazardous substances or chemicals
- Dead animals

Compost Transfer Facility Access Card

Sherburne County residents must obtain a compost pass from the city they are a resident of; if a township resident they should obtain a pass from the nearest compost facility. Residents may receive one free compost pass per resident which allows them to utilize all four county facilities. Passes may be obtained by contacting Elk River Public Works at 763-635-1120, online at <https://www.ElkRiverMN.gov/compost>, or at the city hall front desk during regular business hours. Phone and online pass requests will be mailed out the next business day. Replacement passes may be obtained with a \$5.00 fee.

The compost access card is a proximity card. Users must waive the card in front of the card reader located at the entrance to the compost facility. Upon departure from the facility, users must approach the site gate which will activate the gate allowing exit. Contractors performing work for residents of Sherburne County must utilize a compost access card of the resident they are performing work for. Each scan of the access card is recorded in a shared database through the county's software program. Any parties found to be violating rules of the yard waste facility are subject to card deactivation.

Illegal Dumping

In an effort to ensure the compost site remains open and free to the public, it is expected that the users of the site will follow the rules as outlined in this policy. These site rules are in place to ensure that materials generated in the site are of the quality required by third party vendors for further processing into a usable recycled end product, generally mulch and composted soils. Contaminants such as rocks, garbage, dirt, etc. listed above in the non-acceptable materials list may cause damage to processing equipment and/or contaminate the recycled end product making it unusable. Non-acceptable items therefore must be removed by staff prior to pushing up the piles which is labor intensive.

Residents found to be in violation of this policy may be subject to having their access cards turned off; may be required to remove non-acceptable materials from the site; or may be subject to fines by the city up to the cost of disposal of the materials to include staff time and equipment. Standard procedure for such violations is as follows:

1. City staff is made aware of an illegal dumping event.
2. City staff reviews the surveillance system to identify the license plate of the party that dumped illegal materials.
3. City staff disables the site access card of the party found to be illegally dumping.
4. Public Works staff will reach out to Elk River Police Department to report the illegal dumping event, so they are able to investigate and document the event.
5. Public Works and the Police Department will distribute a letter, administrative citation and notice of trespass to the party that had illegally dumped. The letter explains what was done, why the card was disabled, the fine amount and where the payment can be made, and an explanation that this person being found at the yard waste site within the next year will result in a citation for trespassing.
 - a. Payment of the illegal dumping fine will allow for the reinstatement of the cardholder's access to the site and the notice of trespass becomes void.

Attached Forms

- Trespass Notice Form

**Compost Transfer Station
Policy History**

Adopted by:	On (date)	Item #

YOU ARE HEREBY REQUESTED TO DEPART FROM THIS LAND AND
NOT TO RETURN

State and local laws (Minnesota Statute § 609.605 and/or Elk River Code § 58-61) provide that no person shall intentionally trespass on the land of another and refuse to depart from that land, without a legal basis, when a demand to do so is made by the lawful possessor of his/her agent. Such demand may be spoken or written. No person who has received a demand to stay off such land shall reenter it within 1 (one) year from the date of the demand without written permission of the lawful possessor or the agent who provided the demand. Violators may be subject to imprisonment for up to 90 days or to a payment of up to \$1000, or both. Violators who qualify for enhanced penalties under Minnesota Statute § 609.153 may be subject to imprisonment for up to 365 days or to a payment of up to \$3000, or both.

It shall be noted that on this date _____ (month/day/year), you were advised of the above statute. This trespass notice form constitutes a written demand to depart from the premises by the lawful possessor or an agent of the lawful possessor. This demand to depart is due to your disruptive, harassing, threatening, and/or non-conforming behavior.

Brief description of violation:

Address of place from which party is trespassed

Elk River Compost Transfer Facility – 19000 Proctor Road Elk River, MN 55330

Name of party being trespassed

Date of birth

Name of person issuing the notice

Signature of party receiving the notice

☐ Individual not present to sign (Copy to be mailed)





Request for Action

To
City Council

Item Number
7.2

Meeting Date
May 6, 2024

Prepared By
Ryan Sandhoefner, Engineering Project Manager

Item Description
National Pollutant Discharge Elimination System
(NPDES) Annual Report

Reviewed by:
Justin Femrite
Cal Portner
Tina Allard

Action Requested
Open public hearing to take comments on the city's Stormwater Program.

Background/Discussion
The City of Elk River is regulated as a municipal separate storm sewer system (MS4) under the National Pollutant Discharge Elimination System (NPDES) by the Minnesota Pollution Control Agency (MPCA). The new permit was reissued in October of 2021 and runs on a five-year cycle.

The permit prescribes goals in the following categories: Public Education and Outreach; Public Participation and Involvement; Illicit Discharge Detection and Elimination; Construction Site Runoff Control; and Pollution Prevention and Good Housekeeping. The city is required to hold an annual public hearing to receive feedback on the stormwater program.

The following goals were met by the city in 2023:

- Continued to investigate potential sources of illicit discharges.
- Maintain, repair, and upgrade old infrastructure in the stormwater system with street upgrades.

Financial Impact
N/A

Mission/Policy/Goal
Work with citizens to achieve goals

Attachments
None

The Elk River Vision

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





Request for Action

To
City Council

Item Number
8.1

Meeting Date
May 6, 2024

Prepared By
Jolene Richter, Deputy Clerk

Item Description
Discuss Work Session Items

Reviewed by:
Cal Portner

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

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

Proposed work session topics are as follows:

- Orono Lake Improvement District and Staff Roles

Financial Impact
None

Mission/Policy/Goal
The Council-adopted mission statement includes components to responsibly grow, meet changing needs (agile), and be ethical, efficient, and responsible.

Attachments
None

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Request for Action

To
City Council

Item Number
8.2

Meeting Date
May 6, 2024

Prepared By
Cal Portner, City Administrator

Item Description
Police Chief Recruitment

Reviewed by:
Cal Portner
Lauren Wipper
Tina Allard

Action Requested

Direct, by motion, city staff to solicit quotes for the recruitment for a police chief.

Background/Discussion

Police Chief Ron Nierenhausen has announced his retirement from law enforcement and public service effective May 31, 2024, after 35 years of faithful service. The city practice is to go to market for employee replacements. A police chief recruitment requires additional layers of evaluation and possible testing. The city administrator recommends using an executive recruitment firm to conduct the search.

The Elk River Police Department has at least two viable candidates who are encouraged to apply. Staff will review the job description to ensure relevant experience is accounted for to provide the strongest pool of candidates.

In the interim, the city administrator recommends the administrative captain and patrol captain continue in their roles and manage the department in the upcoming absence of the chief taking the necessary actions in the city's interest.

The city administrator met with nearly the entire department (41 members) who clearly expressed their support for the captains in the interim.

Financial Impact

The department budget includes sufficient funding due to the delayed hiring/onboarding of the newly added receptionist, patrol officers, CSOs and the chief vacancy after May 31.

Mission/Policy/Goal

The City of Elk River Mission

Attachments

None

The Elk River Vision

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Request for Action

To
City Council

Item Number
8.3

Meeting Date
May 6, 2024

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

Item Description
iBackCheck Lease Payment Default

Reviewed by:
Lori Stich
Joe Stremcha
Cal Portner
Tina Allard

Action Requested

Approve, by motion, all iBackCheck, LLC late fees are called due effective immediately in the amount of \$4,327.79

Approve, by motion, termination of the iBackCheck lease agreement effective May 31.

Background/Discussion

On March 4, 2024, Mr. Stremcha presented the staff report detailing tenant default and late fees owed by iBackCheck. He noted the contract with iBackCheck was written for 5 years, through May 2, 2027, with an option to renew for another 5 years.

Dr. Christi Jo Christian was present and gave the Council a public apology for the outstanding payments and penalties owed to the city. She stated it was not intentional to be late with payments, it was her oversight and banking errors and noted how challenging it was running a small business.

The Council crafted a repayment plan to give Ms. Christian an extended time to repay the \$4,460.71 and add that to the regular payment each month. If, at any time, the lease payment or outstanding fees are not paid on time, the entire amount of the outstanding lease payments and penalties will become due.

Ms. Christian was agreeable to that plan. If, for some reason, Ms. Christian was unable to make timely payments as outlined in the agreement, Mr. Stremcha would report back to the city council.

The tenant has since failed to make timely payments as detailed in the March 12, 2024, repayment schedule. Additional late fees were accumulated for April and May because of failure to make the correct monthly payment amount.

Staff recommends that all late fees be called due effective immediately for \$4,329.79. Staff further recommends that the lease agreement be terminated due to tenant default, as detailed in a notice sent by the

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City Attorney on February 16, 2024, for failing to remedy the default as agreed by all parties on March 4, 2024.

Financial Impact

Staff can review market rates and advertise the space to prospective tenants.

Mission/Policy/Goal

Responsible for every dollar – good stewards

Attachments

1. iBackCheck Correspondence (March and April 2024)
2. Updated Lease Schedule - March 4, 2024
3. iBackcheck Insufficient Lease Payment Notice (April 24, 2024)
4. DOCS-#229990-vI-NOTICE_OF_DEFAULT_OF_LEASE_- _iBackCheck
5. Lease Agreement - iBackCheck, PLLC

From: Christi Christian <cchristian@ibackcheck.com>
Sent: Friday, April 26, 2024 12:28 PM
To: Joe Stremcha <JStremcha@ElkRiverMN.gov>
Cc: Vadnais, Ryan <RVadnais@ElkRiverMN.gov>; Cal Portner <CPortner@ElkRiverMN.gov>; mthatcher@thebankofelkriver.com
Subject: Re: Insufficient April Rent Payment

I will call the bank and submit an EFT payment

Christi Jo Christian, DC, ICCSP
Internationally Certified Chiropractic Sport Physician
President iBackCheck Sport Therapy
Phone: 763-400-7438
Fax: 866-881-6769
www.ibackcheck.com

From: Joe Stremcha <JStremcha@ElkRiverMN.gov>
Sent: Friday, April 26, 2024 12:20 PM
To: Christi Christian <cchristian@ibackcheck.com>
Cc: Vadnais, Ryan <RVadnais@ElkRiverMN.gov>; Cal Portner <CPortner@ElkRiverMN.gov>; mthatcher@thebankofelkriver.com <mthatcher@thebankofelkriver.com>
Subject: RE: Insufficient April Rent Payment

Hi Christi,

We do not submit invoices monthly to collect your rent. The penalties are incorporated into your monthly rent payment schedule.

Outstanding Balance (as of 4/24/24) = \$471.73

You have three options to make a payment in accordance with the payment schedule sent to you on March 12, April 5, and April 24:

- Make an EFT payment by contacting your bank through the same process as your monthly rent payment.
- Place a check within an envelope (Attn: Ryan Vadnais) in the amount owed.
- Ryan can return a call to collect payment with a debit/credit card or help you navigate this once he returns from lunch.

Thanks & have a great weekend,

Joe Stremcha
City of Elk River – Assistant City Administrator/Business Services Director
13065 Orono Parkway, Elk River, MN 55330
763.635.1022 ElkRiverMN.gov

From: Christi Christian <cchristian@ibackcheck.com>
Sent: Friday, April 26, 2024 11:55 AM
To: Joe Stremcha <JStremcha@ElkRiverMN.gov>
Cc: Vadnais, Ryan <RVadnais@ElkRiverMN.gov>; Cal Portner <CPortner@ElkRiverMN.gov>; mthatcher@thebankofelkriver.com
Subject: Re: Insufficient April Rent Payment

Joe,

I have called the city 2x this morning and I have been unsuccessful at making any payments as there is no invoice associated with this. I also left a voicemail for Ryan. If someone could please call me back so I can make the payment I would appreciate it. 763.354.9974

Christi Jo Christian, DC, ICCSP

Internationally Certified Chiropractic Sport Physician

President iBackCheck Sport Therapy

Phone: 763-400-7438

Fax: 866-881-6769

www.ibackcheck.com

From: Joe Stremcha <JStremcha@ElkRiverMN.gov>
Sent: Wednesday, April 24, 2024 12:05 PM
To: Christi Christian <cchristian@ibackcheck.com>
Cc: Vadnais, Ryan <RVadnais@ElkRiverMN.gov>; Cal Portner <CPortner@ElkRiverMN.gov>; mthatcher@thebankofelkriver.com <mthatcher@thebankofelkriver.com>
Subject: RE: Insufficient April Rent Payment

Christi,

The correct payment amounts were **not** received by the city on time. You were provided a revised payment schedule following the City Council's direction on March 12, 2024. It is not the responsibility of FT Center staff to pursue payment for outstanding debt.

You made your iBackCheck base rent payment on April 1, 2024, but failed to include the additional amount for repayment as expected. As established previously, staff cannot waive the late fees detailed in our agreement.

Please provide payment for your outstanding balance by 12:00 p.m. on Friday, April 26, 2024. Further, arrange for future payment of all subsequent months in the correct amount on time as outlined in the attached schedule.

Outstanding Balance (as of 4/24/24) = \$471.73

Per City Council's direction, failure to pay the full amount on time will result in further action as detailed in the iBackCheck agreement with the city. The contents of this email will be communicated via certified mail.

Respectfully,

Joe Stremcha

City of Elk River – Assistant City Administrator/Business Services Director

13065 Orono Parkway, Elk River, MN 55330

763.635.1022 ElkRiverMN.gov

From: Christi Christian <cchristian@ibackcheck.com>

Sent: Tuesday, April 23, 2024 2:38 PM

To: Joe Stremcha <JStremcha@ElkRiverMN.gov>

Cc: Vadnais, Ryan <RVadnais@ElkRiverMN.gov>; Cal Portner <CPortner@ElkRiverMN.gov>; mthatcher@thebankofelkriver.com

Subject: Re: Insufficient April Rent Payment

Joe,

Once again, the emails from the city went into my junk folder. I just left a message for Michelle Thatcher today to assist me on changing this.

For future reference, I do have a cell number in case you need to call me, 763.354.9974. My work 763.400.7438.

I also work in the same building as Tim, who could also reach out to me if something needs to be addressed, or I am not responding to an email because it went into my junk folder. I do stop by the front desk daily to grab our mail, and see him frequently. I don't know why or how to fix the email situation.

The email issue is not something that I have the knowledge on how to fix, so I would respectfully ask that you take the \$100 late fee off of the balance.

Christi Jo Christian, DC, ICCSP

Internationally Certified Chiropractic Sport Physician

President iBackCheck Sport Therapy

Phone: 763-400-7438

Fax: 866-881-6769

www.ibackcheck.com

From: Joe Stremcha <JStremcha@ElkRiverMN.gov>

Sent: Friday, April 5, 2024 4:12 PM

To: Christi Christian <cchristian@ibackcheck.com>

Cc: Vadnais, Ryan <RVadnais@ElkRiverMN.gov>; Cal Portner <CPortner@ElkRiverMN.gov>

Subject: Insufficient April Rent Payment

Hi Christi,

We received your iBackCheck rent payment for the month of April on April 1.

However, it did not include the late fee repayments that were communicated to you on March 12.

The new outstanding balance is as follows:

- Outstanding late fees payable as of 4/1/24 = \$371.73
- Greater of 5% outstanding balance or \$100 = \$100.00
- Total outstanding balance = **\$471.73**

Please make arrangements for this payment promptly and correct the error for next month.

Have a great weekend,

Joe Stremcha

City of Elk River – Assistant City Administrator/Business Services Director

13065 Orono Parkway, Elk River, MN 55330

763.635.1022 ElkRiverMN.gov

iBackCheck, PLLC

Payment Date	Total Payment
4/1/2024	\$4,380.34
5/1/2024	\$4,521.15
6/1/2024	\$4,521.15
7/1/2024	\$4,521.15
8/1/2024	\$4,521.15
9/1/2024	\$4,521.15
10/1/2024	\$4,521.15
11/1/2024	\$4,521.15
12/1/2024	\$4,521.15
1/1/2025	\$4,521.15
2/1/2025	\$4,521.15
3/1/2025	\$4,521.10
4/1/2025	\$4,149.42
5/1/2025	\$4,294.46
6/1/2025	\$4,294.46
7/1/2025	\$4,294.46
8/1/2025	\$4,294.46
9/1/2025	\$4,294.46
10/1/2025	\$4,294.46
11/1/2025	\$4,294.46
12/1/2025	\$4,294.46
1/1/2026	\$4,294.46
2/1/2026	\$4,294.46
3/1/2026	\$4,294.46
4/1/2026	\$4,294.46
5/1/2026	\$4,443.85
6/1/2026	\$4,443.85
7/1/2026	\$4,443.85
8/1/2026	\$4,443.85
9/1/2026	\$4,443.85
10/1/2026	\$4,443.85
11/1/2026	\$4,443.85
12/1/2026	\$4,443.85
1/1/2027	\$4,443.85
2/1/2027	\$4,443.85
3/1/2027	\$4,443.85
4/1/2027	\$4,443.85



April 24, 2024

Dr. Christi Christian
iBackCheck, PLLC
1000 School Street Northwest
Elk River, MN 55330

☒ Sent via certified mail to listed address

Dear Dr. Christian:

The correct payment amounts were **not** received by the city on time. You were provided a revised payment schedule following the City Council's direction on March 12, 2024. It is not the responsibility of FT Center staff to pursue payment for outstanding debt.

You made your iBackCheck base rent payment on April 1, 2024, but failed to include the additional amount for repayment as expected. As established previously, staff cannot waive the late fees detailed in our agreement.

Please provide payment for your outstanding balance by 12:00 p.m. on Friday, April 26, 2024. Further, arrange for future payment of all subsequent months in the correct amount on time as outlined in the attached schedule.

Outstanding Balance (as of 4/24/24) = \$471.73

Per City Council's direction, failure to pay the full amount on time will result in further action as detailed in the iBackCheck agreement with the city. The contents of this email will be communicated via certified mail.

Respectfully,

Joe Stremcha
Assistant City Administrator/Business Services Director
763.635.1022

Enclosures: iBackCheck repayment schedule as of March 12, 2024.
cc: The Bank of Elk River, C/O Michelle Thatcher

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



iBackCheck, PLLC

Payment Date	Total Payment
4/1/2024	\$4,380.34
5/1/2024	\$4,521.15
6/1/2024	\$4,521.15
7/1/2024	\$4,521.15
8/1/2024	\$4,521.15
9/1/2024	\$4,521.15
10/1/2024	\$4,521.15
11/1/2024	\$4,521.15
12/1/2024	\$4,521.15
1/1/2025	\$4,521.15
2/1/2025	\$4,521.15
3/1/2025	\$4,521.10
4/1/2025	\$4,149.42
5/1/2025	\$4,294.46
6/1/2025	\$4,294.46
7/1/2025	\$4,294.46
8/1/2025	\$4,294.46
9/1/2025	\$4,294.46
10/1/2025	\$4,294.46
11/1/2025	\$4,294.46
12/1/2025	\$4,294.46
1/1/2026	\$4,294.46
2/1/2026	\$4,294.46
3/1/2026	\$4,294.46
4/1/2026	\$4,294.46
5/1/2026	\$4,443.85
6/1/2026	\$4,443.85
7/1/2026	\$4,443.85
8/1/2026	\$4,443.85
9/1/2026	\$4,443.85
10/1/2026	\$4,443.85
11/1/2026	\$4,443.85
12/1/2026	\$4,443.85
1/1/2027	\$4,443.85
2/1/2027	\$4,443.85
3/1/2027	\$4,443.85
4/1/2027	\$4,443.85



CAMPBELL KNUTSON

PROFESSIONAL ♦ ASSOCIATION

February 16, 2024

Elliott B. Knetsch
Andrea McDowell Poehler
Soren M. Mattick
David S. Kendall
Jared D. Shepherd
Henry A. Schaeffer, III
Alina Schwartz
James J. Mongé, III
Jerome M. Porter
Leah C.M. Koch
Meagan K. Kelley
Benjamin J. Colburn
Cara A. McDonald
Jack S. Brooksbank
Cole A. Birkeland
Amy K.L. Schmidt

Joel J. Jamnik*
*Of Counsel

Thomas J. Campbell*
Roger N. Knutson*
*Retired

Grand Oak Office Center I
860 Blue Gentian Road
Suite 290
Eagan, Minnesota 55121
Main: 651-452-5000
Fax: 651-234-6237
www.ck-law.com

iBackCheck, PLLC
ATTN: Dr. Christi Jo Christian, Chief Manager
13737 197th Ln NW,
Elk River, MN 55330

1000 School Street Northwest
Elk River, MN 55330

RE: NOTICE OF DEFAULT UNDER LEASE AGREEMENT

Dr. Christian:

This letter is to notify iBackCheck, PLLC, d/b/a iBackCheck Sport Therapy, that it is in default of the Lease Agreement dated May 3, 2022 ("Lease") between iBackCheck, PLLC ("Tenant") and the City of Elk River for space in the Furniture and Things Community Event Center located at 1000 School Street Northwest, Elk River, MN 55330, due to unpaid rent and late fees in the amount of \$4,864.01.

Article 4, Section F of the Lease provides that late rent will result in imposition of a late charge "in an amount equal to the greater of: (a) One Hundred Dollars (\$100.00), or (b) a sum equal to five percent (5%) per month of unpaid rent or other payment. The amount of the late charge to be paid by Tenant shall be reassessed and added to Tenant's obligation for each successive monthly period until paid." City records indicate that Tenant has not paid its rent due in January 2024 on time, and the requisite late fees for January and February. The total unpaid amount of \$4,864.01 is shown as follows:

January 2024 Rent Outstanding	\$ 4,057.41
January 2024 Late Fee	\$ 405.74
February 2024 Late Fee	\$ 400.86
Total Outstanding Balance	\$ 4,864.01

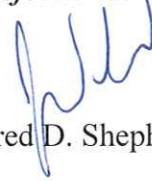
The City, through its Assistant City Administrator Joe Stremcha, provided notice of this by email to you on February 7, 2024. To date, Tenant has failed to pay the outstanding balance.

Page 2
February 16, 2024
iBackCheck, PLLC

You are hereby notified that the City finds Tenant in material default of the Lease for failing to pay the outstanding balance within 10 days of the date the amounts owing became due and within 10 days of notice of failure to pay, pursuant to Article 20 of the Lease. The outstanding balance must be paid within 60 days of the date of this letter or the Lease will be terminated (effective May 1, 2024).

Very truly yours,

CAMPBELL KNUTSON
Professional Association



Jared D. Shepherd

JDS/

LEASE AGREEMENT

By and Between

CITY OF ELK RIVER, MINNESOTA
("LANDLORD")

and

iBackCheck, PLLC
d/b/a iBACKCHECK SPORT THERAPY
("TENANT")

This Instrument Drafted By:
CAMPBELL KNUTSON, P.A.
860 Blue Gentian Road, Suite 290
Eagan, MN 55121
(651) 452-5000

LEASE REFERENCE PAGES

(Page i of ii)

BUILDING NAME: Furniture and Things Community Event Center,
Elk River, Minnesota

LANDLORD: City of Elk River

LANDLORD'S ADDRESS: 13065 Orono Parkway, Elk River MN, 55330

LEASE REFERENCE DATE: May 3, 2022

TENANT: iBackCheck, PLLC
TENANT'S ADDRESS: 13737 197th Ln NW, Elk River, MN 55330

LEASED PREMISES IDENTIFICATION: Furniture and Things Community Event Center
(identified as "Community Center" on Exhibit A)

TOTAL BUILDING SQUARE FOOTAGE: Approximately 120,000 sq.ft.

LEASED PREMISES AREA: 3038 sq/ft

USE (AUTHORIZED BUSINESS): Chiropractic and Physical Therapy Clinic, with
accessory use for yoga studio

POSSESSION DATE: May 3, 2022

COMMENCEMENT DATE: May 3, 2022

**SCHEDULED RENT
COMMENCEMENT DATE:** May 3, 2022

TERMINATION DATE: May 2, 2027

LEASE REFERENCE PAGES
(Page ii of ii)

TERM OF LEASE:

Five (5) Years
beginning on the Commencement Date and
ending on the Termination Date (unless sooner
terminated pursuant to this Lease.) with an option
for an additional 5-year term

RENT:

See Article 4 for Rent and Additional Rent

SECURITY DEPOSIT:

\$2120.00 has been paid to the Landlord as
consideration and security for this lease.

The Reference Page information is incorporated into and made a part of the Lease between
Tenant and Landlord dated as of May 3, 2022 ("Lease"). In the event of any conflict between
any Reference Page information and the Lease, the Lease shall control. The Lease includes
Exhibits A, B, C and D which are all made a part of this Lease.

LANDLORD:

City of Elk River, Minnesota

By: 

John J. Dietz, Mayor

And: 

Tina Allard, City Clerk

Date: May 2, 2022

TENANT:

IBACKCHECK, PLLC, a Minnesota
professional limited liability corporation

By: 

Name: Dr. Christi Jo Christian

Its: Chief Manager _____

Date: April 28, 2022

LEASE AGREEMENT

This **LEASE AGREEMENT** ("Lease") is made and effective as of May 3, 2022, by and between the **CITY OF ELK RIVER**, a Minnesota municipal corporation (hereinafter referred to as the "Landlord"), **iBackCheck, PLLC**, a Minnesota professional limited liability corporation, d/b/a as **iBackCheck Sport Therapy** (hereinafter referred to as the "Tenant").

The Landlord and Tenant hereby agree as follows:

ARTICLE 1 – LEASED PREMISES

Subject to the terms, covenants and conditions of this Lease, Landlord does hereby lease and let unto Tenant, and Tenant does hereby hire, lease and take from Landlord, space in the building ("Building") located on the Property owned by Landlord located at 1000 School Street; Elk River, MN 55330, identified as "Sport Therapy Facility" on **Exhibit "A"** attached hereto, and incorporated herein, (hereinafter referred to as the "Leased Premises"). Tenant agrees to take and does take the Leased Premises in its "as is" condition. The Building and the Property are known as and hereinafter jointly referred to as the "Community Center".

ARTICLE 2 – TERM OF LEASE

A. The term of this Lease shall be for 60 months as set forth on the Reference Page (hereafter referred to as the "Initial Term") upon the rentals and subject to the conditions set forth in this Lease, and the Exhibits attached hereto. The Commencement Date and the Termination Date are specifically subject to the provisions of Article 6 hereof.

B. Tenant shall, provided this Lease is in full force and effect and Tenant is not in Default under any of the other terms and conditions of this Lease at the time of notification, have the option to renew ("Renewal Option") this Lease for a term of five (5) years ("Renewal Term") on the same terms and conditions set forth in this Lease, except as modified by the terms, covenants and conditions as set forth below:

1. If Tenant elects to exercise the Renewal Option, then Tenant shall provide Landlord with written notice no earlier than a date which is one year prior to the Termination Date of the this Lease but no later than a date which is ninety (90) days prior to the Termination Date. If Tenant fails to provide such notice, Tenant shall have no further or additional right to extend or renew the Lease. The notice shall be given in the manner provided in this Lease for the giving of notices to Landlord.

2. The monthly Rent for the first (1st) year of the Renewal Term shall be Five Thousand Two Hundred Eight-Two Dollars and 81/100 (\$5282.81), subject to annual increases as provided in Article 4-Rent, along with any Additional Rent that is due under the terms of this Lease.

3. The Renewal Option is not transferable and the parties acknowledge and agree that they intend that the aforesaid Renewal Option of this Lease shall be "personal" to

Tenant as set forth above and that in no event will any assignee or sublessee have any rights to exercise the aforesaid option to renew.

4. If the Renewal Option provided for above is exercised, Tenant shall have no further right to extend the Term of the Lease.

ARTICLE 3 - USE

A. The Leased Premises shall be used by the Tenant solely for the purpose set forth on the Reference Page (the "Authorized Business") during the Term of this Lease and for no other purpose whatsoever without the prior written consent of the Landlord. Tenant shall apply for all such licenses, permits and approvals necessary for it to conduct the Authorized Business within the Leased Premises, and shall diligently pursue such applications, and take all reasonable actions within its control to obtain such licenses, permits and approvals. The obtaining and retaining of such licenses shall be Tenant's sole responsibility, the failure of which shall be deemed a Default hereunder.

B. The Leased Premises shall not be used in violation of any applicable federal, state, or local law, ordinance, rule, or regulation, and Tenant shall comply with the same at its sole cost and expense.

C. During the entire Term, Tenant will continuously conduct the Authorized Business within the Leased Premises.

D. Notwithstanding anything to the contrary herein, the Tenant, its members, employees, agents and invitees shall have the reasonable non-exclusive right to use the Common Areas (as hereinafter defined) of the Property and the Building with the Landlord, its employees, agents and invitees, as may from time to time exist, including but not limited to the parking facilities, sidewalks driveways, access ways, common hallways, walkways, landscaped areas and public restrooms as shown on Exhibit "B" ("Common Areas") and the Landlord shall have the full control, management and direction of the Common Areas. Tenant shall have no right to access the ice arena or recreation center as shown on Exhibit B ("City Premises"), except as authorized by the Landlord for other public users. The Landlord reserves the right at any time and from time to time to reduce, increase, enclose or otherwise change the size, location, layout and nature of the Common Areas. Tenant shall not use the Community Center walkways, sidewalks, common hallways and parking area adjacent to the Leased Premises, or other parts of the Common Areas forming part of the Community Center, for business purposes (including, without limitation, the distribution of handbills or advertising of any type), except for ingress and egress to the Building and for parking, without the prior written consent of Landlord, which consent may be withheld or denied for any or no reason.

E. Tenant covenants and agrees that Tenant, its agents, licensees and invitees shall not handle, use, manufacture, store or dispose of any flammables, explosives, radioactive materials, hazardous wastes or materials (as may be defined by Federal or State Law), toxic wastes or materials, petroleum products, or other similar substances or derivatives thereof (collectively "Hazardous Materials"), on, under, or about the Leased Premises or the Property, without Landlord's prior written consent (which consent may be withheld or denied for any or no reason);

provided, however, that Tenant may handle, store, or use products containing small quantities of Hazardous Materials, which products are of a type customarily found in office buildings and/or schools (such as cleaning fluid, cleaning supplies and the like). If Tenant's handling (including transportation to and from the Leased Premises), storage, use or disposal of any such Hazardous Materials on or from the Leased Premises results in the contamination of the Leased Premises, the soil or surface or ground water of the Property, or loss or damage to persons or property, then Tenant agrees to: 1) notify Landlord immediately of any contamination, claim of contamination, loss or damage, 2) after consultation with Landlord, clean up the contamination in full compliance with all applicable statutes, regulations and industry standards and 3) indemnify, defend and hold Landlord harmless from and against any claims, suits, causes of action, costs and fees, including attorneys' fees, arising from or connected with any such contamination, claim of contamination, loss or damages. The provisions of this paragraph shall survive the expiration or earlier termination of this Lease. Any and all consents of Landlord pursuant to this paragraph must be in writing signed by both Landlord and Tenant.

F. Tenant shall not perform any act or carry on any practice that may injure the Leased Premises or any other part of the Property, or that may cause any offensive odors, and in no event shall any offensive odors be emitted from the Leased Premises. Landlord acknowledges and agrees that as part of the Authorized Use, Tenant and its invitees, employees may, from time to time, play music, conduct weight lifting, and operate other exercise equipment in support of the Authorized Use. Notwithstanding the foregoing, Tenant acknowledges and agrees that (1) there are other tenant(s), their employees and/or customers of the Community Center, and (2) Tenant shall make best efforts to not conduct the Authorized Use in such a manner that creates a menace, causes a nuisance or that in any way materially affects or interferes with the quiet use and enjoyment of another tenant or patrons of the other tenants.

G. Tenant shall not use the name of the City of Elk River, Community Center or the Furniture and Things Community Event Center directly or indirectly in connection with the Tenant's business, except as a part of the Tenant's address and except in connection with Tenant's advertising of its business address. The Landlord reserves the right to change the name of the Community Center at any time and the provisions of this paragraph shall apply to any name changes of the Community Center. Landlord hereby consents to Tenant's use of the Furniture and Things Community Event Center's name as set forth on the Reference Page in connection with its Authorized Business, but only in connection with its business operations within the Leased Premises.

H. Tenant agrees that it and its guests, employees, contractors, invitees and all others connected with the Tenant's operations at the Leased Premises shall abide by all reasonable rules and regulations from time to time established by the Landlord by written notice to the Tenant with respect to the Community Center and/or the Common Area portions thereof.

I. Tenant shall always conduct its operations in the Leased Premises under its present trade name, unless the Landlord shall otherwise consent in writing to a different name, which consent shall not be unreasonably withheld by Landlord.

J. Tenant shall keep the Leased Premises, including all interior window, clean and in an orderly and presentable manner.

K. Tenant shall keep all trash, refuse, and the like in covered metal or plastic cans, which cans shall be kept within the Leased Premises at all times, unless an exterior storage area is specifically designated for Tenant's use by Landlord in which event the Tenant shall deposit all trash, refuse and the like in the exterior storage area.

L. The Tenant shall not place on the exterior or interior of the Leased Premises or on the Property (including, but without limitation, windows, doors, and entrance lobbies) any signs other than those which comply with all city sign ordinances, including replacements thereof.

M. Tenant shall ensure that the Leased Premises are secure at all times.

ARTICLE 4 – RENT

A. Rent. Tenant agrees to pay to Landlord as rent (hereinafter called "Rent") for the Leased Premises, without notice, setoff or demand, except as specifically set forth herein, monthly Rent in the amount of Four Thousand Five Hundred Fifty-Seven and No/100 Dollars (\$4,557.00) subject to the adjustments, as hereinafter set forth, for each month during the Lease Term, said monthly installments to be due and payable by Tenant in advance on the first day of each calendar month during the Term of this Lease, or any extension or renewal thereof, at the office of Landlord set forth in this Lease or at such other place as Landlord may designate in writing.

B. Reduced Rent. Subject to the requirements under Article 6, Rent shall be reduced to One Thousand and No/100 Dollars (\$1,000.00) during the Move-In Period.

C. Increase in Rent. The Rent set forth above shall be increased on the 1st day of the second year of the Term of the Lease and the first day of each subsequent year of this Lease by three percent (3%).

D. Rent Credit. Landlord agrees to provide an allowance for Tenant Improvements, as further described in Article 5, in the amount of \$50,000 or 20% of Tenant Improvement Costs as further defined in Article 5, or \$50,000, whichever is less. If the Rent Credit is \$50,000, it will be applied as follows: \$1,754.39 each month to Months 4-6 of the Lease Term and \$877.19 each month to Months 7-57 of the Lease Term. If the Rent Credit is less than \$50,000, the difference between \$50,000 and 20% of the Tenant Improvement Costs (the "Adjusted Rent Credit") then the Adjusted Rent Credit") will adjust the previous calculation by reducing the credit each month over 12 months beginning with the 4th Month of Lease based on the 1/12 of the Adjusted Rent Credit.

E. Additional Rent. In addition to the Rent set forth above, Tenant agrees to timely pay its pro rata share of any real estate taxes or personal property taxes in lieu of real estate taxes required by any governmental body having jurisdiction over the Property as a result of this Lease.

F. Late Rent. Tenant recognizes that late payment of Rent or any other sum due under this Lease will result in administrative expense to the Landlord, the extent of which additional expense is extremely difficult and economically impractical to ascertain. Tenant therefore agrees that if rent or any other sum is not paid when due and payable pursuant to this Lease, a late charge shall be imposed in an amount equal to the greater of: (a) One Hundred Dollars (\$100.00), or (b) a sum equal to five percent (5%) per month of the unpaid rent or other payment. The amount of

the late charge to be paid by Tenant shall be reassessed and added to Tenant's obligation for each successive monthly period until paid. The provisions of this Section does not relieve Tenant of the obligation to pay Rent, Additional Rent or other payments on or before the date on which they are due, nor do the terms of this Section in any way affect Landlord's remedies pursuant to Article 20 of this Lease in the event Rent or other payment is unpaid after date due.

G. Security Deposit. Tenant shall deposit the Security Deposit, if any is listed on the Reference Page, with Landlord upon the execution of this Lease. Said sum shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants and conditions of this Lease to be kept and performed by Tenant and not as an advance rental deposit or as a measure of Landlord's damage in case of Tenant's Default. If Tenant Defaults with respect to any provision of this Lease, Landlord may use any part of the Security Deposit for the payment of any Rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's Default. If any portion is so used, Tenant shall within five (5) days after written demand therefor, deposit with Landlord an amount sufficient to restore the Security Deposit to its original amount, and Tenant's failure to do so shall be a material breach of this Lease. Except to such extent, if any, as shall be required by law, Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the Security Deposit or any balance thereof shall be returned to Tenant within thirty (30) days after the termination of this Lease.

ARTICLE 5 - CONSTRUCTION

Tenant agrees to take and shall take the Leased Premises in its "as is" condition; except for those alterations, if any, set forth specifically as Landlord's responsibilities on Exhibit "C" ("Landlord's Work"). The Landlord's Work may be performed during the "Move-in-Period" (as defined in Article 6 below) and Tenant hereby grants to Landlord the right and license to enter the Leased Premises for purposes of doing Landlord's Work. Any improvements to the Leased Premises other than the Landlord's Work shall be made by Tenant ("Tenant's Work"), as defined in Exhibit "C", at the sole cost and expense of Tenant ("Tenant's Improvement Cost"), subject to all other provisions of this Lease, including compliance with all applicable governmental laws, ordinances and regulations.

ARTICLE 6 – POSSESSION AND MOVE-IN PERIOD

Except as otherwise provided, Landlord shall deliver possession of the Leased Premises on the Possession Date set forth on the Reference Page to allow Tenant to install trade fixtures and equipment and to construct Tenant's Improvements, as hereinafter defined ("Move-in Period"), but such delivery of possession prior to the above specified date for commencement of the Term shall not affect the Termination Date of this Lease. Failure of Landlord to deliver possession of the Leased Premises by the Possession Date, due to acts of God, shall automatically postpone the Commencement Date of this Lease and shall extend the Termination Date by periods equal to those which shall have elapsed between and including the date hereinabove specified for commencement of the Move-in Period and the date on which possession of the Leased Premises is delivered to the Tenant. Tenant's occupancy during the Move-in Period shall in all respects be the same as that of the

Tenant under this Lease, with the exception of the payment of Rent, which shall be reduced as provided under Article 4 during the Move-In Period, subject to the requirements of this Article. The reduced Rent for the Move-In Period shall terminate upon the earlier of the following (i) the date Tenant's commencement of its business operations or (ii) August 2, 2022. Tenant shall provide Landlord with notice of the date that Tenant commences its business operations, immediately upon commencement of business operations. During the Move-in Period, Landlord shall have no responsibility or liability for loss or damage to fixtures, facilities or equipment installed or left within the Leased Premises. Tenant's Improvements shall be completed within 90 days of commencement of this Agreement, except that an extension of 60 days may be approved by the Landlord due to delay or suspension of Tenant's Improvements resulting from fires, strikes, acts of God, and other causes beyond the control of the Tenant.

ARTICLE 7 - UTILITIES AND SERVICE

A. Tenant agrees to maintain and clean the Leased Premises and keep the same in a sanitary and orderly manner. Tenant shall provide its own trash removal to dumpsters provided by Landlord within the grounds of the Community Center recycling (to collection points within the Community Center). Should Tenant fail to clean and maintain the Leased Premises and remove trash therefrom as required herein, Landlord shall have the right to complete such services and charge Tenant such costs as Additional Rent.

B. Landlord agrees to provide the existing heating, ventilating and air conditioning units ("HVAC") currently serving the Leased Premises, which shall be maintained by Landlord, at Landlord's sole cost and expense. Improvements to HVAC and all other utility systems within the Leased Premises are considered Tenant Improvements under Article 6. The Landlord shall replace all lights in the Building including the Leased Premises, as needed, and shall provide the following Utilities: electricity, gas, sewer and water, pest and vermin control, and shall perform maintenance and other services from time to time, as is necessary and appropriate to ensure that the Leased Premises is kept lighted, dry, and safe. The Tenant's proportionate share of the Utilities are included in the monthly Rent paid by Tenant. Tenant agrees that its use of utility services stated herein will be in alignment with the Authorized Use stated on the Reference Page, and unreasonable or excessive use of utilities may be billed to the Tenant.

C. No temporary interruption or failure of such services incidental to the making of repairs, alterations or improvements, or due to accidents or strike or conditions or events not under Landlord's control shall be deemed as an eviction of the Tenant or relieve the Tenant from any of the Tenant's obligations hereunder, however in the event that Landlord fails to repair or diligently pursue performance of its obligations under this Lease, upon fifteen (15) days' notice to Landlord, Tenant may avail itself of self-help in order to repair or perform and for which Tenant will receive a reasonable accommodation in reduction of rent.

ARTICLE 8 - NON-LIABILITY OF LANDLORD

Except in the event of gross negligence or willful misconduct of Landlord, its agents, employees or contractors, Landlord shall not be liable for any loss or damage for failure to furnish heat, air conditioning, electricity, water, sprinkler system, sewer or gas service. Landlord shall not be liable for personal injury, death or any damage from any cause about the Leased Premises or the Community Center except if caused by Landlord's gross negligence or willful misconduct.

ARTICLE 9 - CARE OF LEASED PREMISES AND EQUIPMENT

A. Tenant agrees:

1. To keep the Leased Premises in as good condition and repair as they were in at the time Tenant took possession of same, reasonable wear and tear and damage from fire and other casualty for which insurance is normally procured excepted;

2. To keep the Leased Premises in a safe, clean and sanitary condition, including (i) all bathrooms and showers, floors (washing, mopping, sweeping, dusting or vacuuming), toilets and sinks, empty all wastepaper receptacles; and (ii) the floors (vacuuming, sweeping and/or dusting and washing and/or mopping as needed); and in compliance with all applicable laws, ordinances, rules and regulations of governmental authority, or of any company or companies insuring against losses resulting from damage or destruction to the Community Center or from personal injuries, deaths or property damage occurring in, on or about the Community Center;

3. Not to commit any nuisance or waste on the Leased Premises, overload the electrical, water and/or plumbing facilities in the Leased Premises or Community Center throw foreign substances in plumbing facilities, or wastefully use any of the utilities furnished by Landlord;

4. To abide by such rules and regulations as may from time to time be reasonably promulgated by Landlord; and

5. That, except as otherwise provided in this Article, those portions of the Leased Premises including, but not limited to, lighting, plumbing, electrical, gas or HVAC equipment, and other mechanical equipment requiring maintenance or repair, shall at all times be maintained and repaired by Landlord in accordance with all laws, directions, rules and regulations of regulatory bodies or officials having jurisdiction in that regard provided, however, the repairs and/or maintenance of any portion of the Leased Premises or the Building including, but not limited to, light fixtures, the plumbing, electrical, gas or HVAC equipment, that are caused by the acts of the Tenant, its members, employees, contractors, or other invitees, the Tenant shall repair the same at Tenant's sole cost and expense. The Tenant shall restore all light fixtures, plumbing, electrical, gas or HVAC equipment to the condition it was in immediately prior to the time that the foregoing was damaged.

B. If Tenant shall fail to keep and preserve the Leased Premises in the state of condition required by the provisions of this Lease, Landlord may at its option put or cause the same to be put into the condition and state of repair agreed upon, and in such case the Tenant, on demand, shall pay the cost thereof, as Additional Rent.

ARTICLE 10 - NON-PERMITTED USE

Tenant agrees to use the Leased Premises only for the Authorized Business purpose. Tenant further agrees not to commit or permit any act to be performed on the Leased Premises or any omission to occur which shall be in violation of any statute, regulation or ordinance of any

governmental body or which will increase the insurance rates on the Community Center or which will be in violation of any insurance policy carried on the Community Center by the Landlord. Tenant, at its expense, shall comply with all governmental laws, ordinances, rules and regulations applicable to the use of the Leased Premises and its occupancy and shall promptly comply with all governmental orders, rulings and directives for the correction, prevention and abatement of any violation upon, or in connection with, the Leased Premises or Tenant's use or occupancy of the Leased Premises, including the making of any alterations or improvements to the Leased Premises, all at Tenant's sole cost and expense.

ARTICLE 11 - INSPECTION

The Landlord, its employees or agents shall have the right without any diminution of rent or other charges payable hereunder by Tenant to enter the Leased Premises at all reasonable times for the purpose of exhibiting the Leased Premises to prospective tenants or purchasers and/or inspection, cleaning, repairing, testing, altering or improving the same or said Community Center, but nothing contained in this Article shall be construed so as to impose any obligation on the Landlord to make any repairs, alterations or improvements. Access by Landlord to the Leased Premises shall be preceded by 24 hours written or verbal notice by Landlord to Tenant, except in the event of an emergency.

ARTICLE 12 -ALTERATIONS

Tenant will not make any alterations, repairs, additions or improvements in or to the Leased Premises or add, disturb or in any way change any locks, plumbing or wiring therein without the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed, if such alterations, repairs, additions or improvements are required of Tenant or are the obligation of Tenant pursuant to this Lease. All such work shall comply with all applicable governmental laws, ordinances, rules and regulations. The Landlord as a condition to said consent may require a surety performance and/or payment bond from the Tenant for said actions. Tenant agrees to indemnify and hold Landlord free and harmless from any liability, loss, cost, damage or expense (including attorneys' fees) by reason of any said alteration, repairs, additions or improvements.

ARTICLE 13 - SIGNS

Upon request by Tenant, Landlord agrees to allow reasonable Tenant signage on the building and on an area identification sign in the event such a sign is installed on the Property, subject to other agreement(s) the Landlord has in place with the Elk River School District. Tenant shall at all times keep all signs in accordance with city ordinances and otherwise in good condition, proper operating order and in accordance with all applicable government regulations, including zoning approvals. Use of the roof of the Leased Premises is reserved to Landlord, and Landlord may install upon the roof equipment, signs, antennas, displays and other objects and may construct additional stories above the Leased Premises, provided any such use does not unreasonably interfere with Tenant's occupancy of the Leased Premises. Upon termination of this Lease, Tenant shall remove any signs and repair any damage to the Community Center caused by the installation and removal thereof, or, at Landlord's option, such signs shall become part of the realty and belong to Landlord without compensation to Tenant with title passing to Landlord under this lease as by a bill of sale. Tenant agrees that no other signs or other advertising materials shall be erected,

attached or affixed to any portion of the interior or exterior of the Leased Premises or the Community Center without the express prior written consent of Landlord.

ARTICLE 14 – USE OF COMMON AREAS

A. Tenant, and its members, licensees, employees, invitees and customers shall have the reasonable non-exclusive right to use the East Entrance Vestibule, in common with the Landlord and any future tenants of the Community Center and other persons entitled to use the same. Landlord may temporarily close parts of the East Entrance Vestibule for such periods of time as may be necessary for (i) temporary use as a work area in connection with the construction or repair of the Building or other improvements within the Community Center or contiguous property, (ii) repairs or alterations in or to the Community Center or to any utility type facilities, (iii) preventing the public from obtaining prescriptive rights in or to the Community Center, (iv) security reasons, or (v) doing and performing such other acts as in the use of good business judgment Landlord shall determine to be appropriate for the Community Center; provided however, that Landlord shall use reasonable efforts not to unduly interfere with or disrupt Tenant's business. Landlord shall have the right at any time to change the name, number or designation by which the Community Center is commonly known. Tenant's use of the Common Areas shall be subject to such rules and regulations as may from time to time be made by Landlord for the safety, comfort and convenience of the owners, occupants, tenants and invitees of said Community Center. Tenant agrees that no awnings, curtains, drapes or shades shall be used upon the Leased Premises except as may be approved by Landlord.

B. Landlord and Tenant agree that Landlord will not be responsible for any loss, theft or damage to vehicles, or the contents thereof, parked or left in the Common Areas, and Tenant agrees to so advise its employees, visitors or invitees who may use such parking areas. The parking areas shall include those areas designated by Landlord, in its sole discretion, as either restricted or unrestricted parking areas. Tenant further agrees not to use or permit its employees, visitors or invitees to use the parking areas for overnight storage of vehicles.

C. Landlord and Tenant agree that the Landlord shall set aside Five (5) dedicated parking spots for use by Tenant, its staff and invitees.

ARTICLE 15 - ASSIGNMENT AND SUBLETTING

A. Tenant agrees that Tenant does not have the right to assign, sublet, license, mortgage or encumber this Lease, the Leased Premises, or any part thereof, whether by voluntary act, operation of law, or otherwise, without the specific prior written consent of Landlord in each instance. If Tenant is a corporation, a limited liability company or a partnership, the transfer of a controlling interest of Tenant shall be considered an assignment of this Lease for purposes of this Article. Consent by Landlord in one such instance shall not be a waiver of Landlord's rights under this Article as to requiring consent for any subsequent instance. In the event Tenant desires to sublet a part or all of the Leased Premises, or assign this Lease, Tenant shall give written notice to Landlord at least thirty (30) days prior to the proposed subletting or assignment, which notice shall state the name of the proposed subtenant or assignee, the terms of any sublease or assignment documents and copies of financial reports or other relevant financial information of the proposed subtenant or assignee. At Landlord's option, any and all payments by the proposed assignee or sublessee with respect to the assignment of sublease shall be paid directly to Landlord. In any

event no subletting or assignment shall release Tenant of its obligation to pay the rent and to perform all other obligations to be performed by Tenant hereunder for the Term of this Lease. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. At Landlord's option, Landlord may terminate the Lease in lieu of giving its consent to any proposed assignment of this Lease or subletting of the Leased Premises (which termination may be contingent upon the execution of a new lease with the proposed assignee or subtenant).

B. In no event shall Landlord be required to consent to any assignment or sublease by Tenant or any person holding an interest in the leasehold under or through Tenant unless Landlord is provided adequate assurances in Landlord's sole opinion that:

1. The source of rent and other consideration due under this Lease, and in the case of a transfer, that the financial condition and operating performance of the proposed assignee and its guarantors, if any, shall be equal to or greater than the financial condition and operating performance of the Tenant or such other persons and its guarantors, if any, as of the time the Tenant became the lessee under this Lease;

2. That the transfer of this Lease is subject to all the provisions hereof, including, but not limited to, provisions such as a radius, location, use or exclusivity provision, and will not breach any such provision contained in any other lease, financing agreement or master agreement relating to the Community Center;

3. That the transfer of this Lease will not disrupt any Tenant mix or balance in the Community Center;

4. That the proposed transferee agrees to assume the obligations under this Lease;

5. That the proposed transferee has not less than five (5) years' experience in operations similar to the Authorized Business being operated within the Leased Premises;

6. Any payments to be made by the proposed transferee shall, at Landlord's option, be paid directly to Landlord;

7. Tenant agrees to continue to be bound by the terms of the Lease notwithstanding any modification or amendments to this Lease; provided such modifications or amendments do not increase the length of the Term or the rental obligations hereunder.

B. Landlord's right to assign this Lease is and shall remain unqualified upon any sale or transfer of the Community Center and, providing the purchaser succeeds to the interests of Landlord under this Lease; Landlord shall thereupon be entirely freed of all obligations of Landlord hereunder and shall not be subject to any liability resulting from any act or omission or event occurring after such conveyance.

ARTICLE 16 - LOSS BY CASUALTY

If the Community Center is damaged or destroyed by fire or other casualty, Landlord or Tenant shall have the right to terminate this Lease, provided it gives written notice thereof to the other party within ninety (90) days after such damage or destruction. If a portion of the Leased Premises is damaged by fire or other casualty, and neither party elects to terminate this Lease, the Landlord shall, at its expense, restore the Leased Premises to as near the condition which existed immediately prior to such damage or destruction, as reasonably possible, and the rentals shall abate during such period of time as the Leased Premises are untenantable, in the proportion that the untenantable portion of the Leased Premises bears to the entire Leased Premises.

ARTICLE 17 - WAIVER OF SUBROGATION

Landlord and Tenant hereby release the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage or supplementary contract casualties, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible; provided however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such times as the releasing party's policies shall contain a clause or endorsement to the effect that any such release would not adversely affect or impair said policies or prejudice the right of the releasing party to recover thereunder. Landlord and Tenant agree that they will request their insurance carriers to include in their policies such a clause or endorsement. If extra cost shall be charged therefor, each party shall advise the other of the amount of the extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so.

ARTICLE 18 - EMINENT DOMAIN

If the entire Community Center is taken by eminent domain, this Lease shall automatically terminate as of the date of taking. If a portion of the Community Center is taken by eminent domain, the Landlord shall have the right to terminate this Lease, provided it gives written notice thereof to the Tenant within ninety (90) days after the date of taking. If a portion of the Leased Premises is taken by eminent domain and this Lease is not terminated by Landlord, the Landlord shall, at its expense, restore the Leased Premises to as near the condition which existed immediately prior to the date of taking as reasonably possible, and the rentals shall abate during such period of time as the Leased Premises are untenantable, in the proportion that the untenantable portion of the Leased Premises bears to the entire Leased Premises. All damages awarded for such taking under the power of eminent domain shall belong to and be the sole property of Landlord, irrespective of the basis upon which they are awarded; provided, however, that nothing contained herein shall prevent Tenant from making a separate claim to the condemning authority for its moving expenses and trade fixtures. For purposes of this Article, a taking by eminent domain shall include Landlord's giving of a deed under threat of condemnation.

ARTICLE 19 - SURRENDER

On the last day of the Term of this Lease or on the sooner termination thereof in accordance with the terms hereof, Tenant shall peaceably surrender the Leased Premises in good condition and repair consistent with Tenant's duty to make repairs as provided in Article 9 hereof. On or

before said last day, Tenant shall at its expense remove all of its equipment from the Leased Premises, repairing any damage caused thereby, and any property not removed shall be deemed abandoned. All alterations, additions and fixtures other than Tenant's trade fixtures, which have been made or installed by either Landlord or Tenant upon the Leased Premises shall remain as Landlord's property and shall be surrendered with the Leased Premises as a part thereof, or shall be removed by Tenant, at the option of Landlord, in which event Tenant shall at its expense repair any damage caused thereby. It is specifically agreed that any and all telephonic, coaxial, or other computer, word processing, facsimile, or electronic wiring installed by Tenant within the Leased Premises (hereafter "Wiring") shall be removed at Tenant's cost at the expiration of the Term, unless Landlord has specifically requested in writing that said Wiring shall remain, whereupon said Wiring shall be surrendered with the Leased Premises as Landlord's property. If the Leased Premises are not surrendered at the end of the Term or the sooner termination thereof, Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Leased Premises, including, without limitation, claims made by any succeeding tenant founded on such delay. Tenant shall promptly surrender all keys for the Leased Premises to Landlord at the place then fixed for payment of rental and shall inform Landlord of combinations on any locks and safes on the Leased Premises.

ARTICLE 20 - NONPAYMENT OF RENT, DEFAULTS

If any one or more of the following events shall occur, it shall be a "Default" under the terms of this Lease: (1) a rent payment or any other payment due from Tenant to Landlord shall be and remain unpaid in whole or in part for more than ten (10) days after same is due and payable; (2) Tenant shall violate or default on any of the other covenants, agreements, stipulations or conditions herein, or in any parking agreement(s) or other agreements between Landlord and Tenant relating to the Leased Premises, and such violation or default shall continue for a period of ten (10) days after written notice from Landlord of such violation or default; or (3) if Tenant shall commence or have commenced against Tenant proceedings under a bankruptcy, receivership, insolvency or similar type of action instituted by or against Tenant, then it shall be optional for Landlord, without further notice or demand, to cure such default or to declare this Lease forfeited and the Term hereof ended, or to terminate only Tenant's right to possession of the Leased Premises, and to reenter the Leased Premises, with or without process of law, using such force as may be necessary to remove all persons or chattels therefrom, and Landlord shall not be liable for damages by reason of such reentry or forfeiture; but notwithstanding reentry by Landlord or termination only of Tenant's right to possession of the Leased Premises, the liability of Tenant for the Rent and all other sums provided herein shall not be relinquished or extinguished for the balance of the Term of this Lease, and Landlord shall be entitled to sue Tenant for all sums due under this Lease or which become due prior to judgment, but such suit shall not bar subsequent suits for any further sums coming due thereafter. Tenant shall be responsible for, in addition to the Rent due and other sums agreed to be paid hereunder, the cost of any necessary maintenance, repair, restoration, reletting (including related cost of removal or modification of Tenant Improvements) or cure, as well as reasonable attorneys' fees incurred or awarded in any suit or action instituted by Landlord to enforce the provisions of this Lease, regain possession of the Leased Premises, or the collection of the Rents due Landlord hereunder. Tenant agrees to pay interest at the highest permissible rate of interest allowed under the usury statutes of the State of Minnesota, or in case no such maximum rate of interest is provided, at the rate of nine percent (9%) per annum, on all Rents and other sums due Landlord hereunder not paid within ten (10) days from the date same become due and payable. Each right or remedy of Landlord provided for in

this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease now or hereafter existing at law or in equity or by statute or otherwise.

ARTICLE 21 - LANDLORD'S DEFAULT

Landlord shall not be deemed to be in default under this Lease until Tenant has given Landlord written notice specifying the nature of the default and Landlord does not cure such default within thirty (30) days after receipt of such notice or within such reasonable time thereafter as may be necessary to cure such default where such default is of such a character as to reasonably require more than thirty (30) days to cure.

ARTICLE 22 - HOLDING OVER

Tenant will, at the expiration of this Lease, whether by lapse of time or termination, give up immediate possession to Landlord. If Tenant fails to give up possession the Landlord may, at its option, serve written notice upon Tenant that such holdover constitutes any one of the following (i) renewal of this Lease for one year, and from year to year thereafter, or (ii) creation of a month-to-month tenancy, or (iii) creation of a tenancy at sufferance. If Landlord does not give said notice, Tenant's holdover shall create a tenancy at sufferance. In any such event the tenancy shall be upon the terms and conditions of this Lease, except that the Rent shall be double the Rent Tenant was obligated to pay Landlord under this Lease immediately prior to termination (in the case of tenancy at sufferance such Rent shall be prorated on the basis of a 365 day year for each day Tenant remains in possession); excepting further that in the case of a tenancy at sufferance, no notices shall be required prior to commencement of any legal action to gain repossession of the Leased Premises. In the case of a tenancy at sufferance, Tenant shall also pay to Landlord all damages sustained by Landlord resulting from retention of possession by Tenant. The provisions of this paragraph shall not constitute a waiver by Landlord of any right of reentry as otherwise available to Landlord; nor shall receipt of any rent or any other act in apparent affirmance of the tenancy operate as a waiver of the right to terminate this Lease for a breach by Tenant hereof.

ARTICLE 23 - SUBORDINATION

Tenant agrees that this Lease shall be subordinate to any mortgage(s) that may now or hereafter be placed upon Community Center or any part thereof, and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements, and extensions thereof, provided the mortgagee named in such mortgage(s) shall agree to recognize this Lease or Tenant in the event of foreclosure provided the Tenant is not in default. In confirmation of such subordination, Tenant shall promptly execute and deliver any instrument, in recordable form, as required by Landlord's mortgagee. In the event of any mortgagee electing to have the Lease a prior encumbrance to its mortgage, then and in such event upon such mortgagee notifying Tenant to that effect, this Lease shall be deemed prior in encumbrance to the said mortgage, whether this Lease is dated prior to or subsequent to the date of said mortgage.

ARTICLE 24 - INDEMNITY, INSURANCE AND SECURITY

A. Tenant will keep in force at its own expense for so long as this Lease remains in effect public liability insurance with respect to the Leased Premises in which Landlord shall be named as an additional insured, in companies and in form acceptable to Landlord with a minimum

combined limit of liability of Three Million (\$3,000,000). Said insurance shall also provide for contractual liability coverage by endorsement. Tenant shall further provide for business interruption insurance to cover a period of not less than six (6) months. Tenant will further deposit with Landlord the policy or policies of such insurance or certificates thereof, or other acceptable evidence that such insurance is in effect, which evidence shall provide that Landlord shall be notified in writing thirty (30) days prior to cancellation, material change, or failure to renew the insurance. Tenant further covenants and agrees to indemnify and hold Landlord and Landlord's manager of the Community Center harmless for any claim, loss or damage, suffered by Landlord, Landlord's manager or Landlord's other tenants caused by: i) any act or omission by Tenant, Tenant's students, employees; ii) the conduct or management of any work or thing whatsoever done by Tenant in or about the Leased Premises or from transactions of the Tenant concerning the Leased Premises; or iii) Tenant's failure to comply with any and all governmental laws, rules, ordinances or regulations applicable to the use of the Leased Premises and its occupancy. If Tenant shall not comply with its covenants made in this Article 24, Landlord may, at its option, cause insurance as aforesaid to be issued and in such event Tenant agrees to pay the premium for such insurance promptly upon Landlord's demand. Notwithstanding the foregoing, Tenant shall not sell or dispense beer, wine, liquor or any other alcoholic beverages from the Leased Premises without the prior consent of Landlord, which consent Landlord may grant or withhold for any or no reason.

B. Tenant shall be responsible for the security and safeguarding of the Leased Premises and all property kept, stored or maintained in the Leased Premises. Landlord will make available to Tenant, at Tenant's request, the plans and specifications for construction of the Community Center and the Leased Premises that Landlord has (if any). Tenant represents that it is satisfied that the construction of the Community Center and the Leased Premises, including the floors, walls, windows, doors and means of access thereto are suitable for the particular needs of Tenant's business. Tenant further represents that it is satisfied with the security of said Community Center and Leased Premises for the protection of any property which may be owned, held, stored or otherwise caused or permitted by Tenant to be present upon the Leased Premises. The placement and sufficiency of all safes, vaults, cash or security drawers, cabinets or the like placed upon the Leased Premises by Tenant shall be at the sole responsibility and risk of Tenant. Tenant shall maintain in force throughout the Term, insurance upon all contents of the Leased Premises, including that owned by others and Tenant's equipment and any alterations, additions, fixtures, or improvements in the Leased Premises acknowledged by Landlord to be the Tenant's.

C. Landlord shall carry and cause to be in full force and effect a fire and extended coverage insurance policy on the Community Center, but not Tenant's merchandise, trade fixtures, furnishings, operating equipment, wall, floor and window coverings, nor any other contents owned, leased or otherwise in possession of Tenant.

ARTICLE 25 - NOTICES

All notices from Tenant to Landlord required or permitted by any provisions of this Lease shall be directed to Landlord postage prepaid, certified or registered mail, at the address provided for Landlord in the preamble to this Lease or at such other address as Tenant shall be advised to use by Landlord. All notices from Landlord to Tenant required or permitted by any provision of this Lease shall be directed to Tenant, postage prepaid, certified or registered mail, at the Leased Premises and at the address, if any, set forth on the signature page of this Lease. Landlord and

Tenant shall each have the right at any time and from time to time to designate one (1) additional party to whom copies of any notice shall be sent.

ARTICLE 26 - APPLICABLE LAW

This Lease shall be construed under the laws of the State of Minnesota.

ARTICLE 27 - MECHANICS' LIEN

In the event any valid and enforceable mechanic's lien shall at any time be filed against the Leased Premises or any part of Community Center or Property by reason of work, labor, services or materials performed or furnished to Tenant or to anyone holding the Leased Premises through or under Tenant, Tenant shall forthwith cause the same to be discharged of record. If Tenant shall fail to cause such lien forthwith to be discharged within five (5) days after being notified of the filing thereof, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due, or by bonding, and the amount so paid by Landlord and all costs and expenses, including reasonable attorneys' fees incurred by Landlord in procuring the discharge of such lien, shall be due and payable in full by Tenant to Landlord on demand.

ARTICLE 28 - SECURITY INTEREST

Tenant hereby grants to Landlord a security interest in all goods, chattels, fixtures and personal property belonging to Tenant, which now are or may hereafter be placed in the Leased Premises, to secure all rents due hereunder and all other covenants and obligations of Tenant hereunder. Tenant hereby acknowledges receipt of a true, full and complete copy of this Lease. Landlord, in the event of a default by Tenant of any covenant or condition herein contained, may exercise, in addition to any rights and remedies herein granted, all the rights and remedies of a secured party under the Uniform Commercial Code or any other applicable law. Tenant agrees upon request of Landlord to execute and deliver to Landlord a financing statement evidencing such security interest. A copy of this Lease may be filed as a financing statement.

ARTICLE 29 - BROKERAGE

Each of the parties represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with this Lease, and agrees to indemnify the other against, and hold it harmless from all liabilities arising from any such claim, including without limitation, the cost of attorney's fees in connection therewith.

ARTICLE 30 - ESTOPPEL CERTIFICATES

Each party hereto agrees that at any time, and from time to time during the Term of this Lease (but not more often than annually), within ten (10) days after request by the other party hereto, it will execute, acknowledge and deliver to such other party or to any prospective purchaser, assignee or mortgagee designated by such other party, an estoppel certificate in a form acceptable to Landlord. Tenant agrees to allow Landlord to review (but not more often than twice in any calendar year), within fifteen (15) days of request, the then most current financial statements of

Tenant and any guarantors of this Lease, which shall be certified by Tenant, and if available, shall be audited and certified by a certified public accountant. Landlord shall keep such financial statements confidential, except Landlord shall, in confidence, be entitled to disclose such financial statements to existing or prospective mortgagees or purchasers of the Community Center.

ARTICLE 31 - GENERAL

This Lease does not create the relationship of principal and agent or of partnership or of joint venture or of any association of any kind or nature between Landlord and Tenant, the sole relationship between Landlord and Tenant being that of landlord and tenant. No waiver of any default of either party hereunder shall be implied from any omission by that party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. The covenants of Tenant to pay the Rent and the Additional Rental are each independent of any other covenant, condition, or provision contained in this Lease, except as provided to the contrary in this Lease. The marginal or topical headings of the several Articles, paragraphs and clauses are for convenience only and do not define, limit or construe the contents of such Articles, paragraphs or clauses. All preliminary negotiations are merged into and incorporated in this Lease. This Lease can only be modified or amended by an agreement in writing signed by the parties hereto. All provisions hereof shall be binding upon the heirs, successors and assigns of each party hereto. If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remainder shall not be affected thereby, and each other term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. If Tenant is a corporation or a limited liability company, each individual executing this Lease on behalf of said corporation or limited liability company represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said corporation or limited liability company in accordance with a duly adopted resolution of the Board of Directors of said corporation or Board of Governors of said limited liability company or in accordance with the Bylaws of said corporation or limited liability company, and that this Lease is binding upon said corporation or limited liability company in accordance with its terms. No receipt or acceptance by Landlord from Tenant of less than the monthly rent herein stipulated shall be deemed to be other than a partial payment on account for any due and unpaid stipulated rent; no endorsement or statement of any check or any letter or other writing accompanying any check or payment of rent to Landlord shall be deemed an accord and satisfaction, and Landlord may accept and negotiate such check or payment without prejudice to Landlord's rights to (i) recover the remaining balance of such unpaid rent or (ii) pursue any other remedy provided in this Lease. (Neither party shall record this Lease or any memorandum thereof, and any such recordation shall be a breach of this Lease void, and without effect.) Time is of the essence with respect to the due performance of the terms, covenants and conditions herein contained. Submission of this instrument for examination does not constitute a reservation of or option for the Leased Premises, and this Lease shall become effective only upon execution and delivery thereof by Landlord and Tenant.

ARTICLE 32 - EXCULPATION

Landlord's employees and officers and council members shall never be personally liable for any judgment held by Tenant against Landlord. Tenant's employees, officers and agents shall never be personally liable for any judgment held by Landlord against Tenant.

IN WITNESS WHEREOF, this Lease has been duly executed by the parties hereto as of the day and year indicated above.

**LANDLORD:
CITY OF ELK RIVER**

By: 
John J. Dietz, Its Mayor

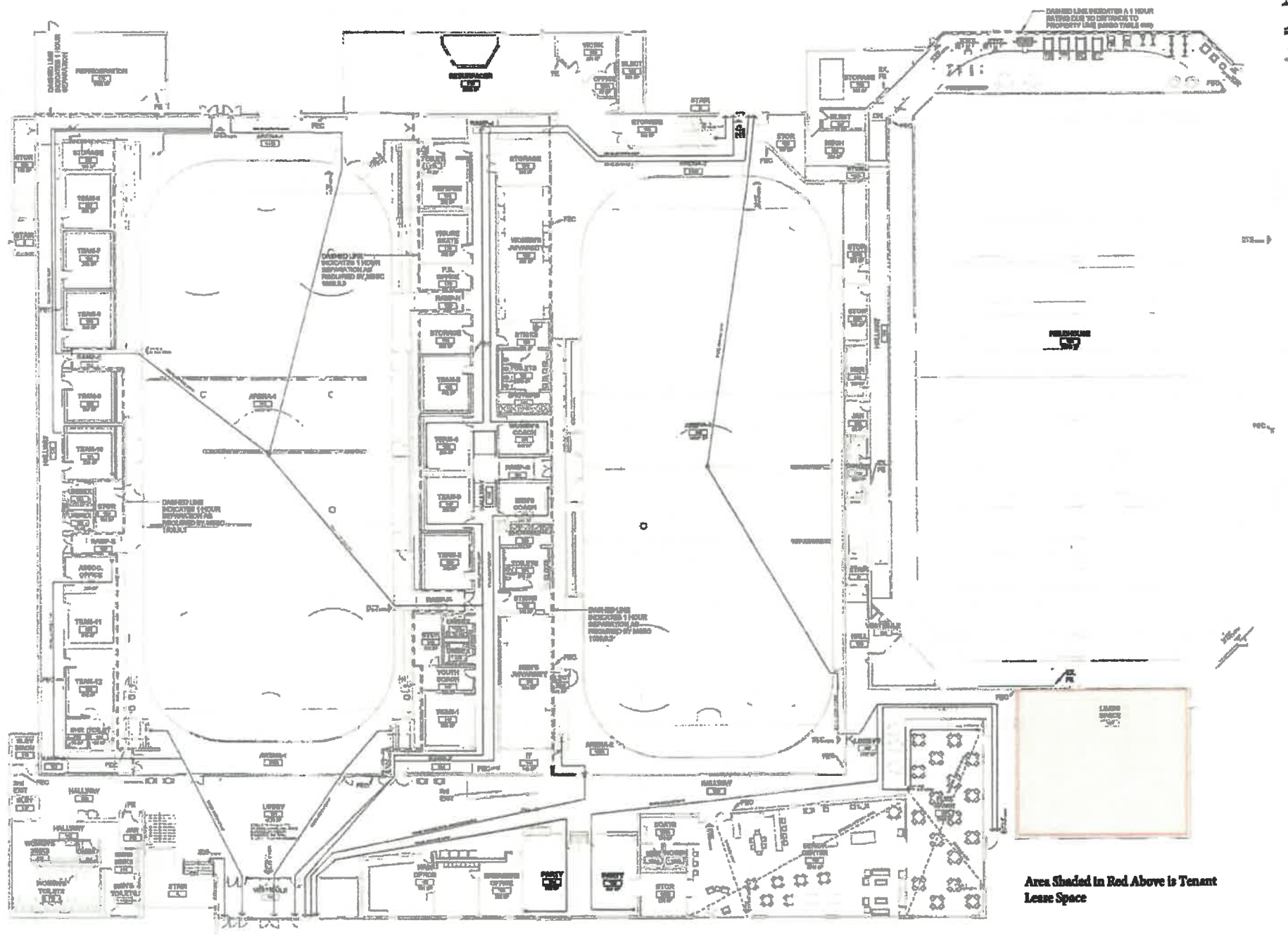
And: 
Tina Allard, City Clerk

**TENANT:
IBACKCHECK, PLLC**

By: 
Name: Christi Jo Christian
Its: Chief Manager

EXHIBIT "A"

Depiction of Sport Therapy Facility/Leased Premises



Area Shaded in Red Above is Tenant Lease Space

EXHIBIT "B"

Depiction of Common Areas and City Premises

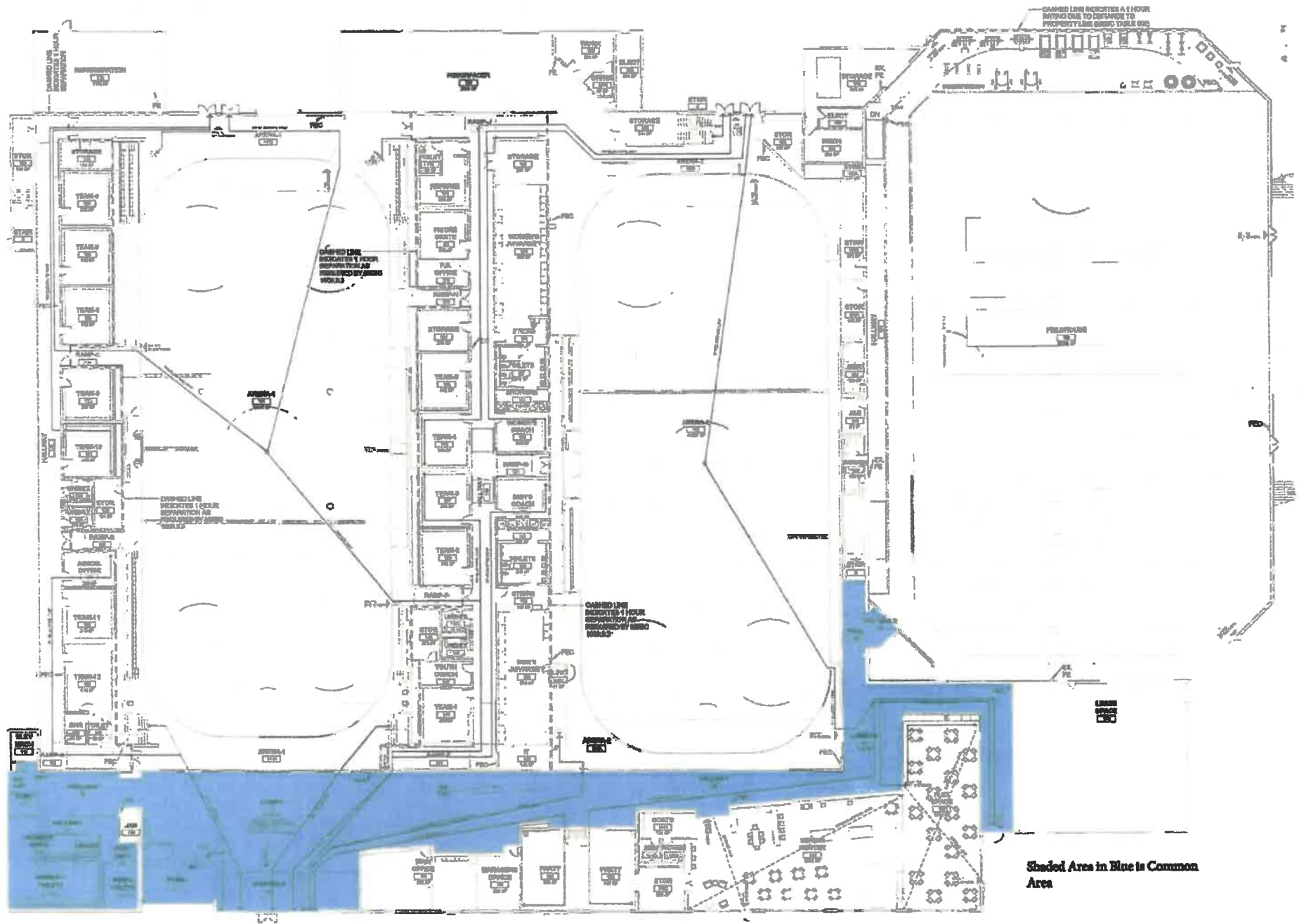


EXHIBIT "C"

TENANT'S WORK

Landlord shall deliver the Leased Premises in "AS IS" condition, except as hereinafter set forth and Tenant shall take the Leased Premises in its current "AS IS" condition without any other modification or alterations to be performed by Landlord.

Plans and Specifications and/or a description of improvements and/or modifications to the Leased Premises and/or the Property to be made by Landlord (if any) and/or the Tenant are attached as Exhibit "C-1" and by this reference incorporated herein (hereafter called the "Plans") (if for any reason the Plans are not so attached hereto as Exhibit "C-1" then Tenant must secure Landlord's written approval, prior to the doing of any "Tenant's Work", as defined below). The Plans, if so attached, have been approved by each of Landlord and Tenant. The parties acknowledge that the Plans are to modify the Leased Premises and/or the Property to accommodate Tenant's intended use. Tenant shall be responsible for constructing and paying for the cost of the improvements as shown on the Plans (hereafter referred to as the "Tenant Improvements"). Landlord agrees to perform the following work, if any: concrete floor.

Tenant shall not commence construction of the Tenant Improvements (the "Tenant's Work") until Tenant has complied with the terms, covenants and conditions of this Lease. Tenant's Work shall be performed in a first-class workmanlike manner and shall be in good and usable condition at the date of completion thereof. Unless specifically set forth in the Plans to the contrary, Tenant's Work shall be as follows:

A. General Requirements.

1. Tenant shall provide insurance and all other documentation relating to Tenant's construction activities as required by the Landlord to the Limits stated in the Lease or as set forth below, whichever is greater.
2. Except as otherwise provided herein, all work undertaken by the Tenant shall be at Tenant's sole cost and expense.
3. Tenant's construction activities shall not damage or compromise the structural integrity of the Building and all work shall be done in accordance with the applicable building codes, laws and ordinances. The Tenant shall be held liable for any damage caused by the Tenant or Tenant's employees and/or Contractors.
4. Tenant shall be responsible for the cost of receipt of all deliveries and unloading of all materials pertaining to Tenant's construction activities. All deliveries shall be made through the service door (where provided). Storage of equipment and materials shall be confined to the Leased Premises unless consented to by Landlord, which consent shall not be reasonably withheld.

5. Tenant shall keep the Building and the Leased Premises free from accumulations of debris caused by the Tenant's contractors and/or employees. Tenant shall arrange for services to be provided for the removal of debris during the period of Tenant's construction activity and on a continued basis thereafter.

B. Exterior Work.

Tenant shall perform no work which would in any way alter or modify the appearance or structural integrity of the building without prior written approval from the Landlord.

C. Interior Work.

Tenant shall provide all necessary work according to the Plans and all local code requirements.

Tenant shall save, protect, indemnify and hold harmless Landlord, the Leased Premises and the building and land of which the Leased Premises are a part, from and against all claims in the nature of mechanics' liens arising out of either any contracts entered into, or any services, labor or materials rendered, with respect to the Tenant's Work or the Tenant Improvements.

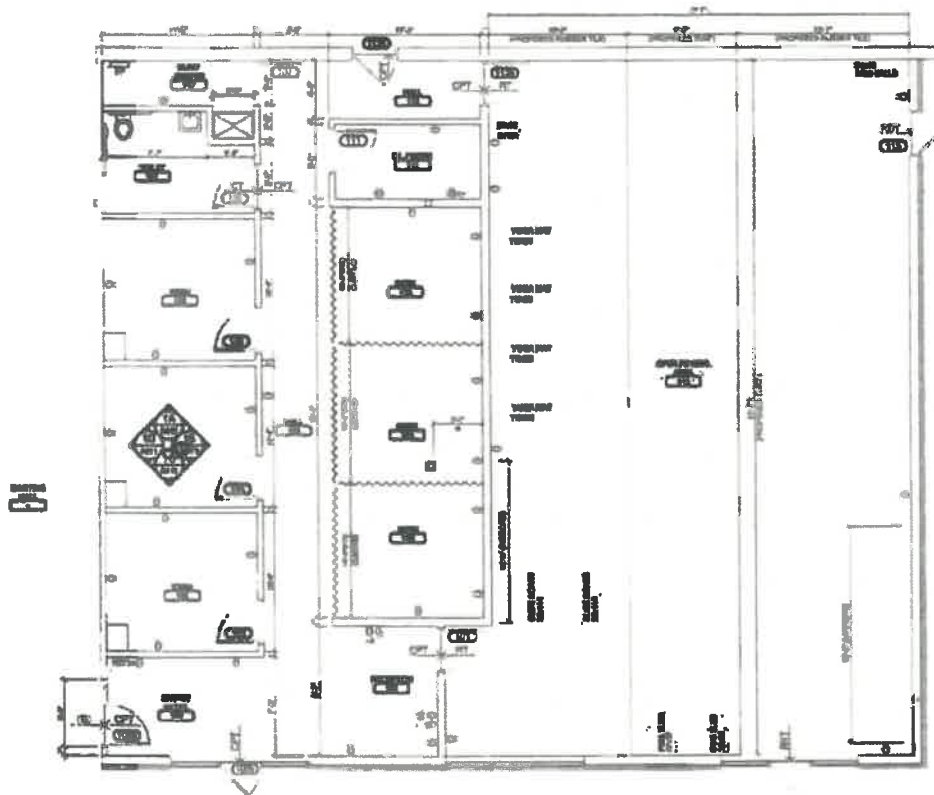
Tenant agrees to require all General Contractor engaged in the performance of Tenant's Work to effect and maintain and deliver to Tenant and Landlord certificates evidencing the existence of, prior to the commencement of Tenant's Work and until completion thereof, the following minimum insurance coverages:

- a. Workmen's Compensation Insurance - In accordance with the laws of the State where the Leased Premises are located, including Employer's Liability Insurance, to the limit of \$100,000 each accident.
- b. Comprehensive General Liability Insurance against bodily injury, including death resulting therefrom, to the combined aggregate limits of \$1,000,000.
- c. Automobile insurance, including "non-owned" automobiles against bodily injury, including death resulting therefrom, to the combined aggregate limit of \$500,000 for personal injury, and against property damage to the combined aggregate limit of \$100,000.

Prior to the start of the construction of Tenant's Improvements, the Tenant shall provide the Landlord with evidence satisfactory to Landlord that the Tenant has sufficient funds to construct the Tenant's Improvements.

EXHIBIT C-1

PLANS



1 PROPOSED FLOOR PLAN
1/8"=1'-0"



-- NOT FOR CONSTRUCTION --

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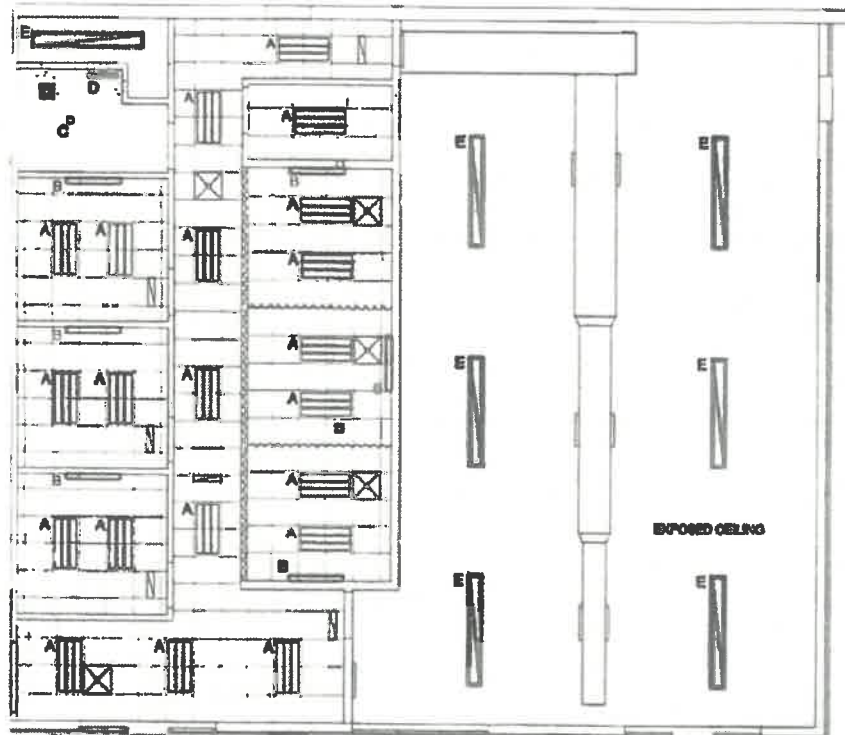
292

THESE PLANS WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THEY COMPLY WITH ALL CITY, STATE AND FEDERAL REQUIREMENTS. I AM A LICENSED PROFESSIONAL ARCHITECT IN THE STATE OF NEW YORK.

DATE: 12/22/2021
DRAWN BY: [Name]
CHECKED BY: [Name]
APPROVED BY: [Name]

FAY COMMUNITY INVENT CENTER:
BLACK/BLACK MEMORIAL
1000 BROADWAY
ALBANY, NY 12202
PROPOSED FLOOR PLAN
2021

12/22/2021



- 2' X 4' DIRECT/INDIRECT LED FIXTURE
- WALL-MOUNTED, INDIRECT LINEAR FIXTURE, DIMMABLE (VIA 4 LED)
- RECESSED CAN LIGHT FIXTURE
- WALL-MOUNTED, LINEAR VANITY FIXTURE
- 1' X 8' HIGH BAY LED FIXTURE ON WIRE HANGERS
- ACoustical CEILING TILE (ACT) SYSTEM ACT-1 UGG 16ARS CLIMAPLUS HIGH NRC 0.7200 VANITE 24"X24"X7/8"; EDGE: ULT; NRC: .60 GRID: 15/16" WHITE
- GYPSUM BOARD SOFFIT, SEE CEILING PLAN FOR HEIGHTS
- SUPPLY DIFFUSER; SEE MECHANICAL
- RETURN DIFFUSER (SIZE VARIES); SEE MECHANICAL
- EXHAUST VENT; SEE MECHANICAL

EXAM ROOMS, HALL, RECEPTION, TOILET:
 • ACT AND GYP BOARD CEILINGS AT 8'-0" AFF
 • EXAM, RECEPTION, HALL: CARPET TILE
 • TOILET: CERAMIC TILE

FITNESS AREA, ELECTRIANITOR:
 • EXPOSED OPEN TO STRUCTURE
 • ELECTRIANITOR: EXPOSED CONCRETE FLOOR
 • FITNESS AREA: FLOORING AS NOTED

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SCALE: 1/8"=1'-0"

202

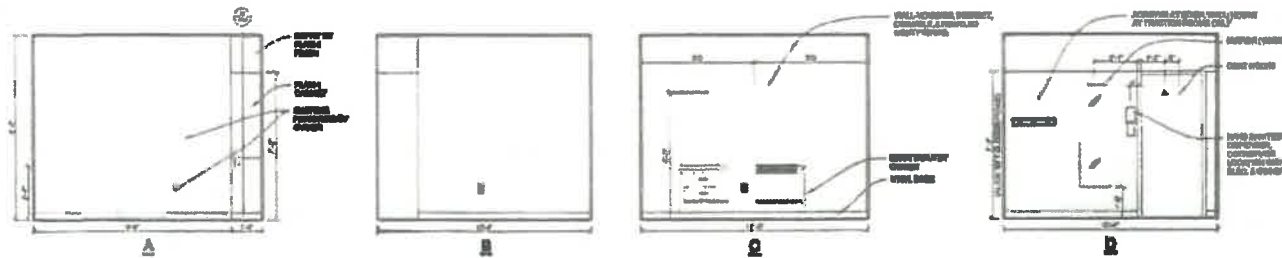
Drawn by: [Name]
 Checked by: [Name]
 Date: [Date]

FAT COMMUNITY EVENT CENTER
 1000 SCHOOL ST NW
 ELK RIVER, MN 55009

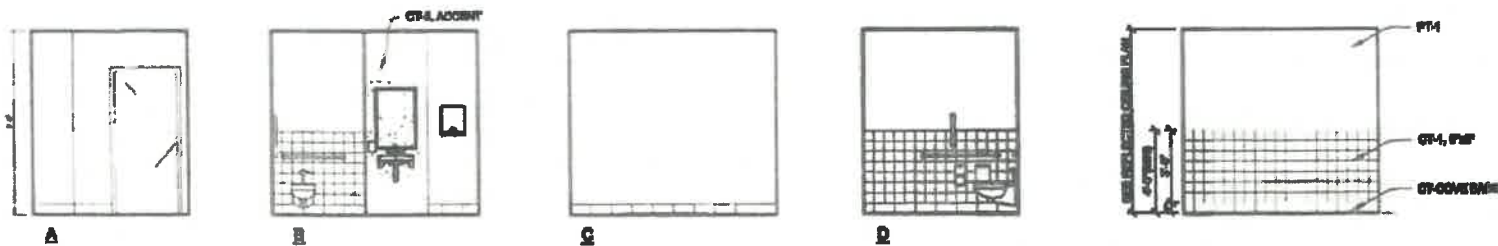
PROPOSED FLOOR PLAN

1 PROPOSED REFLECTED CEILING PLAN
 1/8"=1'-0"

-- NOT FOR CONSTRUCTION --



1 TREATMENT/EXAM ROOM - TYPICAL HARD WALL LAYOUT
3/16"=1'-0"



2 UNISEX TOILET
3/16"=1'-0"

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-- NOT FOR CONSTRUCTION --

262

PROPOSED ELEVATIONS
100 SCHOOL ST NW
ELLENBURG, TN 37033
BRADSHAW REMODEL
FST COMMUNITY EVENT CENTER



PROPOSED ELEVATIONS
100 SCHOOL ST NW
ELLENBURG, TN 37033
BRADSHAW REMODEL
FST COMMUNITY EVENT CENTER

© Bradshaw Remodel

AGREEMENT WITH LANDLORD { -- SBA LOAN }

This Agreement with Landlord (the "Agreement") is made, effective June 2, 2022, by and between THE BANK OF ELK RIVER ("Lender") and the CITY OF ELK RIVER ("Lessor").

- A. iBackCheck, PLLC ("Lessee") occupies real property (the "Premises") at Furniture and Things Community Event Center, 1000 School Street, Elk River, MN 55330, under a lease dated March 1, 2022 (the "Lease").
- B. Lessor is the owner of the Premises.
- C. Lender's terms for extension of credit to Lessee require, as a condition of lending, that Lessor execute this Agreement.

THEREFORE, to facilitate Lender's extension of credit to Lessee, Lessor agrees as follows:

- 1. Each of the above recitals of fact is true and correct.
- 2. Lessee is presently in lawful possession of the Premises under the Lease, and Lessor is unaware of any now-existing default by Lessee under the Lease.
- 3. In the event of any material default under the Lease, Lessor shall provide Lender with written notice of the default and will, before taking any action to terminate the Lease or Lessee's right to occupy the Premises, allow Lender sixty (60) days following Lessor's notice to Lender to cure the specified default.
- 4. Lessor acknowledges that Lender's security interest covers personal property of Lessee that is or may be located on the Premises; that no personal property of Lessee placed on the Premises shall constitute fixtures or become part of Lessor's real property; and that Lender shall continue to have the right to remove any and all of Lessor's personal property upon exercising Lender's rights as a secured party.
- 5. Lessor acknowledges that any lien or interest Lessor has or may claim, now or in the future, in any of Lessee's personal property is inferior and subordinate to Lender's security interest. Lender's rights as a secured party are prior and superior to any rights Lessor might have in any of Lessee's personal property.
- 6. In the event Lessee defaults under the Lease and the default is not timely resolved or Lessee otherwise loses the right to occupy the Premises for any reason, or in the event Lessee defaults under the Loan and the default is not timely resolved or Lender otherwise becomes entitled to exercise its rights as a secured party:
 - a. Lender shall have the right to enter the Premises for the purpose of enforcing its rights as a secured party, including (without limitation) to remove, or to conduct a liquidation of, some or all of Lessee's personal property.
 - b. Lender shall have the right to retain access to the Premises for up to thirty (30) days following the earlier of Lender's entry or Lessor's express written notice to Lender that

Lessee has lawfully been excluded from the Premises. During this initial period, so long as Lender has not undertaken to operate Lessee's business on the Premises, Lender shall not be liable to Lessor for rent or for any other obligation of Lessee. The period of Lender's access may be extended by agreement between Lessor and Lender.

7. Notices to Lender under this Agreement shall be sent to The Bank of Elk River, C/O Michelle Thatcher, 630 Main St NW, Elk River, MN 55330.

8. This agreement shall be incorporated, by this reference, as part of the Lease and shall bind and inure to the benefit of Lessor, Lender, and their respective successor and assigns.

9. Lessor represents and warrant that Lessor has the power and authority to enter into this Agreement and has sufficient rights in the Lease and the Premises that this Agreement shall be enforceable with respect to each of them.

10. This Agreement contains the entire agreement between Lessor and Lender and may not be modified except in writing, signed by Lessor and Lender.

LESSOR: CITY OF ELK RIVER

By: [Signature]
Its: Mayor

Dated: 6.1.22

By: [Signature]
Its: City Clerk

Dated: 6/1/22

LENDER: THE BANK OF ELK RIVER

By: [Signature]
Its: AVP Commercial Lender

Dated: 6/2/2022

CONSENT OF LESSEE

LESSEE: IBACKCHECK, PLLC

By: [Signature]
Its: PRESIDENT

Dated: 6.2.22



Request for Action

To
City Council

Item Number
9.1

Meeting Date
May 6, 2024

Prepared By
Jolene Richter, Deputy Clerk

Item Description
Council Liaison Updates

Reviewed by:
Cal Portner
Tina Allard

Action Requested
Councilmembers to provide liaison updates.

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

- **Energy City Commission** – CM Grupa
- **Multipurpose Facility Commission** – CM Wagner
- **Heritage Preservation Commission** – CM Grupa
- **Library Board** – Mayor Dietz
- **Parks and Recreation Commission** – CM Beyer
- **Planning Commission** – CM Westgaard
- **Utilities Commission** – CM Westgaard
- **Region 7W** – Mayor Dietz

Other Committees, Commissions, etc.

Financial Impact
None

Mission/Policy/Goal
The City Mission and Vision Statements

Attachments
None

The Elk River Vision

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



Request for Action

To
City Council

Item Number
11.1

Meeting Date
May 6, 2024

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Concept Review: Rueter Walton - Proposed
Apartments

Reviewed by:
Zack Carlton
Cal Portner
Tina Allard

Action Requested

Review the conceptual apartment project and provide the applicant with informal, non-binding, feedback regarding council's support for a residential apartment complex on the subject parcel.

Background/Discussion

The applicant has submitted conceptual plans for a 96-unit residential apartment building with three stories, each around 37,000 square feet, and detached garages.

The proposal positions the apartment closer to the north and west sides of the property to increase distance from the existing residential neighborhood to the east on Carson Circle. The location of the detached garages is to help further screen the parking lot.

Our ordinance requires 2½ parking spaces per dwelling unit, one space of which must be completely enclosed, requiring a total of 240 stalls with 96 of them enclosed. The applicant is proposing 184 stalls with 30 of them enclosed.

Required Proposed Difference

240 Total	184 Total	77%
96	30	31%
Enclosed	Enclosed	

In December 2022, the city amended the land use designation from Traditional Single-Family Residential to Highway Business to facilitate the construction of a mini-storage facility for the current property owner. An apartment project would require a land use amendment back to residential (Multifamily).

The applicant will be requesting financial assistance from the state, which requires a resolution of support from the City Council. The resolution of support does not obligate the city to provide any TIF (Tax Increment Financing) or Abatement. The financial support would be administered by the state and would not impact the taxable value of the property.

The Elk River Vision

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



Planning Commission

The consensus of the Planning Commission was that the project, in general, was good but believed it was too dense for the subject parcel and suggested the parcel should be maintained for commercial use.

The commission also received comments from the public, which focused on land use and zoning requirements, traffic, and safety. The commission shared some of their concerns as they related to density and location. Staff have also received three letters of objection to an apartment complex on the subject parcel, which are attached for review.

The applicant has also submitted an updated plan which addresses some of the comments made during the concept review. Adjustments include clarification of the setback standards, emergency vehicle access, snow storage, and parking stall design.

If, after receiving comments from the City Council, the applicant decides to move forward, they will be required to thoroughly develop site, architectural, and engineering plans. The plans would be evaluated against the ordinance and the design variations requested through the Planned Unit Development (PUD) process. A PUD does allow for deviations from zoning/ordinance requirements, enabling developers to construct projects that may not be possible under traditional zoning regulations.

Financial Impact

None

Mission/Policy/Goal

Support the growth and development of the community.

Attachments

1. Location Map
2. Site Plan
3. Building Exhibits
4. Public Comments
5. Handout
6. Presentation



Reuter Walton Development LLC
Concept Review

Case No: CR 24-02





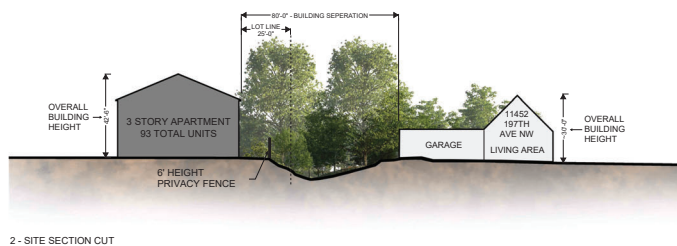
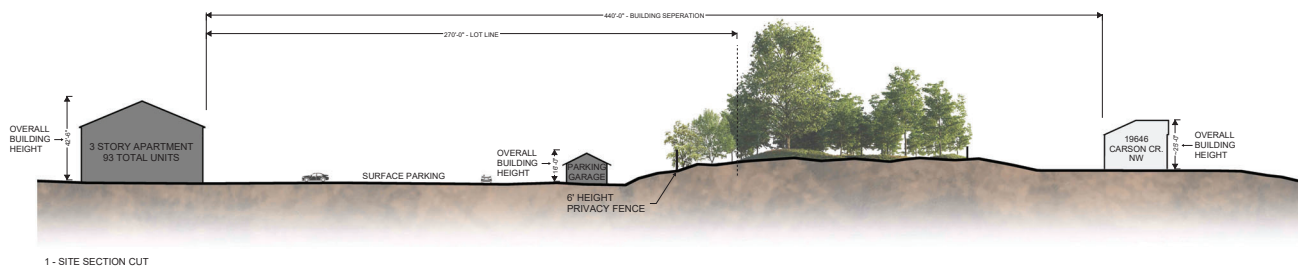
UNIT MIX - GROSS AREA				
Unit	Name	Count	Unit Gross Area	Total Area
10A	Count			
	Area			
Unit 1.0	26	681 SF	17,712 SF	28%
	26		17,712 SF	28%
2BR	34	963 SF	32,638 SF	37%
	3	1,089 SF	3,268 SF	3%
Unit 2-1	37		36,636 SF	40%
3BR	18	1,251 SF	22,517 SF	19%
	12	1,238 SF	14,856 SF	13%
Unit 4-1	30		27,376 SF	24%
Grand total			91,725 SF	100%

GROSS AREA - TOTAL	
Level	Area
Level 3	36,723 SF
Level 2	36,723 SF
Level 1	36,723 SF
Grand total	
110,170 SF	

PARKING	
Type	Count
Garage Stalls	30
Garage Stalls - ADA	1
Surface Stalls	151
Surface Stalls - ADA	3
Surface Stalls - Proof of Parking	150

NO PARKING SIGNS ON NORTH SIDE OF 196th Ln NW
- IMPROVE EMERGENCY VEHICLE ACCESS ONTO 196TH Ln NW
- IMPROVE SAFETY

0-50 Scale Plan
1" = 32' 0"









Fwd: 4/23/2024 - Planning Commission - 8.1

Tony Mauren <tony.mauren@gmail.com>

Tue 4/23/2024 6:11 PM

To: Green, Jennifer <JGreen@ElkRiverMN.gov>; Carlton, Zachary <zcarlton@ElkRiverMN.gov>; Leeseberg, Chris <CLEeseberg@ElkRiverMN.gov>

Begin forwarded message:

From: Justin Trevorrow [REDACTED]

Date: April 23, 2024 at 5:32:53 PM CDT

To: eric.johnson@elkrivernm.gov, dbooth27@yahoo.com, tony.mauren@gmail.com, JillLars <JillLars@gmail.com>, matt.westgaard@elkrivernm.gov

Subject: 4/23/2024 - Planning Commission - 8.1

Hello Planning Commission,

I am writing to express my concerns regarding the proposed low-income, high-density apartment building project at 19465 Evans St NW in Elk River. As a resident of the neighborhood, residing at 19587 Carson St NW, I feel compelled to voice my feedback before the discussions under agenda item 8.1 tonight.

A. Currently, the proposed location poses significant safety issues, particularly during Harley Davidson events where parking space is limited. Overflow parking across the street on both sides of 196th Ln NW creates hazardous conditions for pedestrians and motorists alike. Introducing a high-density apartment building entrance on 196th will exacerbate traffic congestion and further diminish available parking.

B. Adding high density low income apartments in a commercial area is not what my neighborhood needs. And does not follow the Elk River Comprehensive Housing Plan (ERCHP).

ERCHP Objectives are contradicted

#1 Promote Context Sensitive Infill... housing that DOES NOT alter community character. Adding an apartment building full of low income renters totally impacts and alters the community character in a negative way. Renters do not pay taxes - we need taxpayers to help pay for Elk River's high quality of life. Having large volumes of low income families that are struggling does disrupt and destabilize school districts. Having families on the move constantly does disrupt classrooms. Can you guarantee a renter will stay for a school year or longer.

#2 Promote Missing Middle... types of housing in scale and form.

This does not reference anything in regards to low income high density apartments. I think we need to promote home ownership in the missing middle to promote our community.

#3 Practice Smart Growth... leveraging existing infrastructure.

The location in question is not smart - it's unsafe and dangerous

In conclusion, the proposed project threatens to negatively impact our neighborhood, and I urge you to prevent its continuation. Furthermore, I implore the commission to halt any future housing projects at this location. There is petition online that started with the same location and to prevent further low income high density apartments projects, which I encourage you to review. <https://www.change.org/p/halt-the-construction-of-new-low-income-apartments-in-elk-river>

Thank you for considering my concerns and for your dedication to our community's well-being.

Justin Trevorrow

19587 Carson St NW

Elk River, MN 55330

Elk River Planning Commission

4-23-24

Rutter-Walton Proposed Apartments

I Request that the Planning Commission advise the Elk River City Council to Deny any changes to current zoning regarding this proposed project based on the following findings.

Proposed over build for lot

Lot Size Per Ordinance 30-1006

Lot Size: The number of units requires 7.71 acres

Proposed: Lot size 3.96 deeded acres, 51% of required

Parking per Ordinance

Parking: 240 total, 96 Enclosed, Size 9' x 20'

Proposed: 184 total 77%, 30 Enclosed 31%, Size 9' x 18' 90%, Smaller width on Handicap

Bicycle parking and storage? There is none shown on proposal drawings.

Garbage Dumpster location? There is none shown on proposal drawings.

Setbacks per Ordinance 30-1006

Does not meet set back requirements on North side of property

Set back from Road ROW of 197th Ave. Should be 30'+20' "Landscape Buffer" per Ordinance.

(Major Collector and arterial street)

Section View of Site Plan misleading and incorrect for closest neighboring residents.

Building separation to the home on 197th Ave. NW is less than 70' from the proposed apartment building. This may be to close per code due to both building heights.

Homes on Carson Circle NW are approximately 150' from proposed building.

Measurements to existing homes were made on County GIS Beacon mapping Site.

Lack of access for Emergency Vehicals Police, Fire and Ambulance

One entrance.

Narrow lanes thru parking area.

Lack of setback width for Emergency Vehicals (Fire) to the NE corner of resident building along north property line.

Grading and Drainage Management

Lack of "On Site" Holding for Drainage. Where does it go?

Maintain excess drainage from going to NE of property on to adjoining property off of 197th.

(This property is not on City Storm Water Service)

Grading of 4 to 1 slope, per Ordinance 30-802, to adjacent property along North property line and in NE corner of the property. With a 4 to 1 slope, this will not allow Fire Ladder truck access to the NE corner of building along the North side of building. Or will there be a retaining wall built to keep grade level. If so, how high? Will it need a fence on top of wall?

Proposed Development, As Proposed, does not fit with City of Elk River 2015 Parks Master Plan

Elk River City Parks 2015 Master Plan is calling for extending a trail from adjoining City owned property in NE corner to the NW corner of subject property. If allowed to be built as planned, the City of Elk River will lose its ability to make a trail that connects from the recently built Hwy 169 overpass, to Highland Park and existing trail systems. As shown in the "Master Plan".

Degraded Property Values

Research from The National Bureau of Economic Research indicates that such developments can lead to lower property values in surrounding areas. This could potentially harm homeowners who have invested their life savings into their properties.

Kenneth A. Lueck

11388 198th Ave. NW

Elk River, MN. 55330

Bruce A. Smith Jr.
19685 Carson Cir NW
Elk River, MN 55330

April 29, 2024

Mayor John J. Dietz
and Council Members
Elk River City Hall
13065 Orono Parkway
Elk River, MN 55330

RE: May 6th, 2024, City Council Work Session
Reuter Walton Apartment Concept Review

Dear Mr. Mayor and members of the council,

I am writing this letter as a concerned citizen of Elk River to express my opposition to Reuter Walton's proposed apartment concept plan at 19645 Evans Street NW.

At the recent April 23rd planning commission work session several concerns were voiced by the citizens most closely affected by this proposed project. Amongst them we heard concerns about storm water control, grade disturbance, trash management, snow removal, traffic impact, increased crime, line of site, emergency vehicle access... etc. All these items are especially important; however, Reuter Walton will have an explanation for each if they take this project to the next stage of planning and design. It is my hope Reuter Walton will not pursue this project any further if they do not receive your support at the May 6th City Council work session. In the sections to follow I will lay out how this concept conflicts with our city's comprehensive plan; as well as explain each ordinance variance requiring city approval if Reuter Walton pursues this project as conceptualized. It is my opinion that these variances should be all the information needed to show this project is conceptually unsound, does not fit our city's comprehensive plan, and should not receive your support at the May 6th City Council work session.

City of Elk River, Minnesota Code of Ordinance Section 30-1006 Principal Structure:
(Exhibit A to this packet)

1. **Set Back Variance:** Section 30-1006 outlines perimeter setback requirements. Specifically in situations immediately adjacent to major collector or arterial streets, the ordinance states setbacks for these roadways should be thirty feet with an additional twenty feet to provide a landscape buffer. The northwest corner of the proposed site is at the intersection of 197th Ave. and Evans Ave.; these roadways are considered major collectors and arterial streets. The current concept plan shows only a 30-foot set back at the closest point to Evans, and even less at the closest point to 197th. The only way to modify the proposed concept to fit within the ordinance setback requirement is to reduce the size of the building; subsequently, reducing the number of units. At the April 23rd planning commission work session Reuter Walton confirmed they would be requesting variance approval for this, saying that reducing the number of units would not be financially feasible.

2. **Lot Size Variance:** Section 30-1006 outlines dimensional regulations related to principal structures. City ordinance classifies the proposed concept as “R-4 Apartment Sewered.” Per the ordinance, minimum lot requirements for this type of structure are based on the number of one-, two- and three or more-bedroom units within the structure. The table below shows the calculated site square footage requirements for the proposed structure.

# of Bedrooms	# of Units	Sq/Ft Requirement	Total Sq/Ft
1 bedroom	29	3,000	87,000
2 bedroom	37	3,500	129,500
3 bedroom	30	4,000	120,000

Total Square Feet Required	336,500
Square Feet in one Acre	43,560
Total Acres Required	7.72

Total Acres of Proposed Site	3.96
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Lot Size Shortfall	(3.76)
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Based on the proposed units in their concept plan our city ordinance would require Reuter Walton to build this structure on a parcel twice the size they are proposing. At the April 23rd planning commission work session Reuter Walton confirmed they would be requesting variance approval for this, saying that reducing the number of units would not be financially feasible.

City of Elk River, Minnesota Code of Ordinance Section 30-892 Size of Parking Spaces and Isles:
(Exhibit B to this packet)

3. **Size of Parking Space Variance:** Section 30-892 states that the minimum size of a parking space with a 90-degree parking angle should be nine feet wide and twenty feet long with a 24-foot-wide aisle. On March 28th Reuter Walton hosted a community outreach meeting to discuss this project. At that meeting the size of parking spaces was discussed; in their plan Reuter Walton proposes nine feet wide and eighteen feet long parking spaces, two feet shorter than required. Section 30-892 does allow for up to a two-foot reduction in length for curb overhang; however, based on their proposed plan, 104 of their open space parking spots will be end to end with no curb overhang. If Reuter Walton plans to pursue keeping their proposed parking space size, they will need variance approval.

City of Elk River, Minnesota Code of Ordinance Section 30-903 Minimum parking spaces:
(Exhibit C to this packet)

4. **Minimum Number of Parking Space Variance:** Section 30-903 subsection (2) Dwellings, states that multiple family dwellings must have 2½ parking spaces per dwelling unit, of which one space must be completely enclosed. The proposed concept has ninety-six total units; this would require a total of 240 parking spaces of which ninety-six should be fully enclosed.

The concept plan has only 184 proposed parking spaces, of which only thirty are fully enclosed.

In years past the city has approved parking variances down to two spaces per unit; however, in each of those scenarios the applicant was able to provide proof of concept that parking could be expanded if the approved variance proved problematic. In Reuter Walton's proposed concept, they have less than two spaces per unit with no available area on the proposed site for proof-of-concept parking expansion. Furthermore, they are proposing less than a third of the required enclosed parking. At the April 23rd planning commission work session Reuter Walton confirmed they would be requesting variance approval for this, saying that increasing the number of parking spaces, specifically enclosed parking spaces, would not be financially feasible.

City of Elk River Comprehensive Plan

5. **Conflict with the Elk River Parks Master Plan:** (Exhibit D to this packet) Chapter 5, initiative three of the 2015 Elk River Parks Master Plan lays out the strategy to strengthen trail connections between all city parks and public areas. Specifically prioritizing efforts on closing trail gaps to several parks, including the Highlands Park lands next to this proposed concept. The current parks plan shows a proposed trail across the north border of Reuter Walton's site. If the setback variance discussed in item number one of this packet is approved, it would conflict with the goals of the parks department, and the overall comprehensive plan for the City of Elk River.
6. **Zoning Change:** Our family has owned our current home for twenty years, for most of those years the proposed site for this project was zoned single family residential. In recent years, the city council rezoned it to highway business use to accommodate a proposed storage facility project. There was no opposition to that project because everyone in the immediate vicinity felt it was an effective use of the site. For Reuter Walton to build their proposed project they would also need a zoning change to high density multifamily residential. At no point has our city's comprehensive plan ever considered this area for high density multifamily residential zoning; therefore, we should not rezone it as such now.

To summarize... If the council gives Reuter Walton their support of this concept and Reuter Walton pursues the project as conceptualized, to get final approval from the city council they will need a variance for setback, a variance for lot size, a variance for parking space quantities, a variance for parking space types, and a variance for parking space size. It has been the standard of the Elk River city council and planning commission to deny residents the smallest of variances because they do not want to "create a precedent." These five variances are by no means insignificant, approving any one of them will only invite future developers to try to do the same thing. Furthermore, if all these variances are approved, and the city council rezones the proposed property, they would be undermining the goals of the Elk River Parks Department as well as the over goals of the comprehensive plan. I implore you to take all these facts into consideration and not provide support for the proposed concept.

To show there is growing opposition to this project, enclosed with this packet you will also find a copy of a petition signed by nearly 250 residents from the surrounding area.

I thank you for taking the time to review my concerns and look forward to attending the May 6th meeting.

Warmest Regards,

Bruce Smith

Bruce A. Smith Jr.
Concerned Resident

ENCLOSURE

Sec. 30-1006. - Principal structures.

Principal structures shall comply with the following dimensional regulations:

			Building Setbacks					
		Minimum Lot Requirements	Front (feet)	Side (feet)	Garage Side (feet)	Rear (feet)	Maximum Lot Coverage	Maximum Height
R-1a:								
	Nonsewered	2½ acres 160' width	35	20	20	30	25%	3 floors or 40'
R-1b:								
	Nonsewered	1 acre 160' width	35	10	5	25	25%	3 floors or 40'
		Note: Interior side yard setback from future lot line 10 feet.						
	Sewered	12,000 sq. ft. 80' width 100' width corner lot 135' depth	35	10	5	25	25%	3 floors or 40'
R-1c:								
	Sewered	11,000 sq. ft. 80' width 100' width corner lot 130' depth	30	10	5	20	25%	3 floors or 40'

	Nonsewered ¹	10 acres 300' width	30	10	5	20	25%	3 floors or 40'
R-1d:								
	Sewered	14,000 sq. ft. 90' width 110' width corner lot 140' depth	35	10	5	30	25%	3 floors or 40'
	Nonsewered ¹	10 acres 300' width	35	10	5	30	25%	3 floors or 40'
R-2a:								
	Single-family Duplex	6,000 sq. ft. 60' width 100' width on corner lots	30	10		10	25%	3 floors or 40'
	Duplex sewerer	6,000 sq. ft. 60' width	30	10	10	10	30%	3 floors or 40'
R-2b:								
	Single-family Duplex	6,000 sq. ft. 60' width 100' width on corner lots	30	10		10		3 floors or 40'
	Townhouse sewered	5,500 sq. ft. 20' width	30	10	10	10	30%	3 floors or 40'
R-3:								

	Single-family	12,000 sq. ft. 80' width 100' width on corner lots	30	10	5	30		
	Duplexes	6,000 sq. ft. 60' width	30	10		10		3 floors or 40'
	Triplex, quadraminimum, townhome or condominium dwellings ⁴							
R-4:								
	Single-Family	10,000 sq. ft. 80' width 100' width on corner lot	30	10		10	25%	3 floors or 40'
	Duplex	6,000 sq. ft. 60' width	30	10		10		3 floors or 40'
	Townhouse and other multifamily (not apartments) sewered ²	4,000 sq. ft. 20' width	30	10		25	30%	3 floors or 40'
	Apartment sewered ³	2,500 sq. ft. per unit (efficiency)	30	10		25	40%	4 floors or 50'

		3,000 sq. ft. per unit (1 bedroom)	30	10		25	40%	4 floors or 50'
		3,500 sq. ft. per unit (2 bedrooms)	30	10		25	40%	4 floors or 50'
		4,000 sq. ft. per unit (3 or more bedrooms)	30	10		25	40%	4 floors or 50'

¹ Four lots per 40-acre maximum, with 2½-acre minimum and one curb cut.

² Side and rear setbacks are increased to 30 feet where the lot abuts a single-family residential zone.

³ Multifamily lot size may be reduced by 400 square feet for every tuck-under or underground garage.

⁴ Development standards for triplex, quadraminimum, townhome, or condominium dwellings are as follows:

- (1) Lot area: 20,000 square feet for triplex or quadraminimum dwellings.

Townhome or condominium unit lots shall have sufficient area to include within the individual lot the living areas (including bay or bow windows), a garage, decks, patios, or porches of the individual dwelling units.

- (2) Lot Width: Base lot width: 100 feet for triplex or quadraminimum dwellings.

Townhome or condominium unit: 28 feet for end dwellings; 24 feet for internal dwellings located in buildings containing more than four units.

- (3) Setbacks, yard:

30 feet at the periphery of the development parcel for yards bordering major collector or arterial streets, an additional 20 feet of setback is required to provide a landscaped buffer yard.

- (4) Setbacks, building.

Setbacks between buildings shall be 25 feet or one-half the sum of the building heights of the two adjoining buildings, whichever is greater.

Buildings shall be set back a minimum of 30 feet from the back of the curbline of private drives, guest parking areas and public rights-of-way.

(Code 1982, § 900.18(1); Ord. No. 07-03, § 1, 4-16-2007)

Sec. 30-892. - Size of parking spaces and aisles.

Each parking space and drive aisle shall comply with city standards as set forth in the following table. All loading spaces shall be sufficient to meet the requirements of each use and shall provide adequate space for storage and maneuvering of the vehicles they are designed to serve.

STANDARD VEHICLE

Parking Angle	Stall Width Including Striping (feet)	Stall Length (feet)	Aisle Width (feet)
90°	9	20	24
60°	9	23	15
45°	9	27	12

VEHICLES FOR HANDICAPPED

Parking Angle	Stall Width Including Striping (feet)	Stall Length (feet)	Aisle Width (feet)
90°	8	20	24
60°	8	23	15
45°	8	27	12

The stall length can be reduced by the amount of the curb overhang up to a maximum of two feet.

(Code 1982, § 900.24(1))

Sec. 30-903. - Minimum number of parking spaces.

On-site parking areas of sufficient size to provide parking for patrons, customers, suppliers, visitors and employees shall be provided on the premises of each use. The minimum number of required on-site parking spaces for the following uses shall be as follows:

(1) *Assembly/churches.*

- a. Assembly or exhibition hall, auditorium, theater or sports arena: one parking space for each three seats, based upon design capacity.
- b. Church or funeral parlor: one parking space for each three seats, based on the design capacity of the main seating area.

(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.
- b. Nursing home: one space for every four patients or residents, based on the maximum capacity of the building, plus one space per employee on the major shift, plus one space per vehicle owned by the building management.
- c. Senior citizen housing: one parking space per unit, plus one space for each employee who is not a resident of the building.
- d. Single-family dwelling: one enclosed parking space plus two off-street spaces. No garage shall be converted into living space unless other acceptable on-site parking space is provided.
- e. Two-family dwelling: two spaces per dwelling unit.

(3) *Hospitals.* one parking space for each two hospital beds, plus one space for each employee on the major shift.

(4) *Offices.*

- a. Bank: one space per 200 square feet of floor area, plus room to stack two vehicles per drive-through lane.
- b. Office building: one parking space for each 300 square feet of floor area.
- c. Medical or dental clinic: one parking space for each 200 square feet of floor area.

(5) *Public buildings.*

- a. Municipal or county administration building: one parking space for each 300 square feet of floor area.
- b. Community center: adequate parking shall be provided based on the uses contained within the community center and as required in this subdivision.
- c.

Public library, museum, art gallery, post office or other public service building: one parking space for every 300 square feet of floor area.

(6) *Recreation.*

- a. General standards: one parking space per four expected patrons at capacity.
- b. Archery or golf driving range: one parking space per tee or target, plus one parking space per employee on the largest work shift.
- c. Athletic club or fitness center: one parking space for each 200 square feet of floor area.
- d. Bowling alley: five parking spaces for each bowling lane.
- e. Golf course, golf clubhouse or country club: 30 spaces per each nine holes plus one parking space for each 500 square feet of floor area in the principal structure.
- f. Miniature golf: 1½ parking spaces per hole, plus one space per employee on the largest work shift.
- g. Private swimming facility: one parking space per 75 square feet of gross water area, plus one parking space per employee on the largest shift.
- h. Public swimming pool: 20 parking spaces, plus one space for each 500 square feet of floor area in the principal structure.
- i. Skating rink, ice or roller: one parking space per 300 square feet of gross floor area, plus one parking space per employee on the largest work shift.
- j. Tennis, racquetball, or handball court: four parking spaces per court, plus one parking space per employee on the largest work shift.

(7) *Research.* Research, experimental or testing station: one parking space for each employee on the major shift or one parking space for each 500 square feet of floor area within the building, whichever is greater.

(8) *Restaurants/bars.*

- a. Class II restaurant: one parking space for each 40 square feet of indoor or outdoor customer area, but not less than six spaces, plus room to stack a minimum of five vehicles per drive-through lane.
- b. Class I restaurant: one parking space for each 100 square feet of indoor or outdoor customer area, or one parking space for each four seats plus five additional spaces, whichever is greater.
- c. Nightclub, tavern or bar: one parking space for every 50 square feet of floor area.

(9) *Sales/service.*

- a. Automobile repair service station: one parking space for each 300 square feet of floor area.

- b. Auto sales, trailer sales, marine and boat sales, implement sales, garden supply store, or building materials sales: one parking space for each 500 square feet of floor area. Open sales or rental lots shall also provide one parking space for each 5,000 square feet of land which is to be used for sales and display area.
- c. Convenience store: at least one parking space per 200 square feet of floor area, but not less than six spaces.
- d. Furniture store, appliance store, wholesale, and furniture and appliance repairs: one parking space for each 500 square feet of floor area up to 6,000 square feet, and then one space for each additional 800 square feet of floor area, but not less than six spaces.
- e. Retail store: one parking space for each 200 square feet of floor area.
- f. Supermarket or discount house: at least one parking space for each 200 square feet of floor area.
- g. Veterinarian clinic: one parking space for every 250 square feet of floor area.

(10) *Schools.*

- a. Day care, nursery or preschool: one parking space per teacher or employee, plus one space per 12 individuals receiving care.
- b. Public elementary school or junior high school or similar private school: two parking spaces for each classroom.
- c. Senior high school: one parking space for each classroom plus one parking space for each three students, based upon design capacity.

(11) *Warehouse/manufacturing.*

- a. Storage or warehouse establishments: one parking space for each two employees on the major shift or one parking space for each 2,000 square feet of floor area, whichever is greater, plus one space for each company motor vehicle when customarily kept on the premises. These requirements shall not apply to ministorage buildings.
- b. Manufacturing, fabricating, general industrial: six stalls plus one off-street parking space for each 500 square feet of floor area.
- c. Ministorage or self-storage facilities: one parking stall for each 400 square feet of office space or four stalls, whichever is greater.

(Code 1982, § 900.24(12); Ord. No. 14-15, § 1, 11-17-2014)

Initiative 3 Strengthen Trail Connections

Trails are the most desired feature in park systems nationally, and Elk River is no exception. The historic Elk River neighborhoods and commercial areas lack trails, and connecting them can be difficult due to road and right-of-way dimensions, lack of public land ownership, and barriers such as railroads and highways. Development patterns have brought trails to new neighborhoods, but many remain unconnected to the larger trail network.

The Great Northern Trail is a remarkable asset for the community and can become the trail “spine” connecting neighborhoods, schools, parks, and downtown. Trail loops are highly desired in parks as they are an activity for all ages and provide an accessible way to get active.

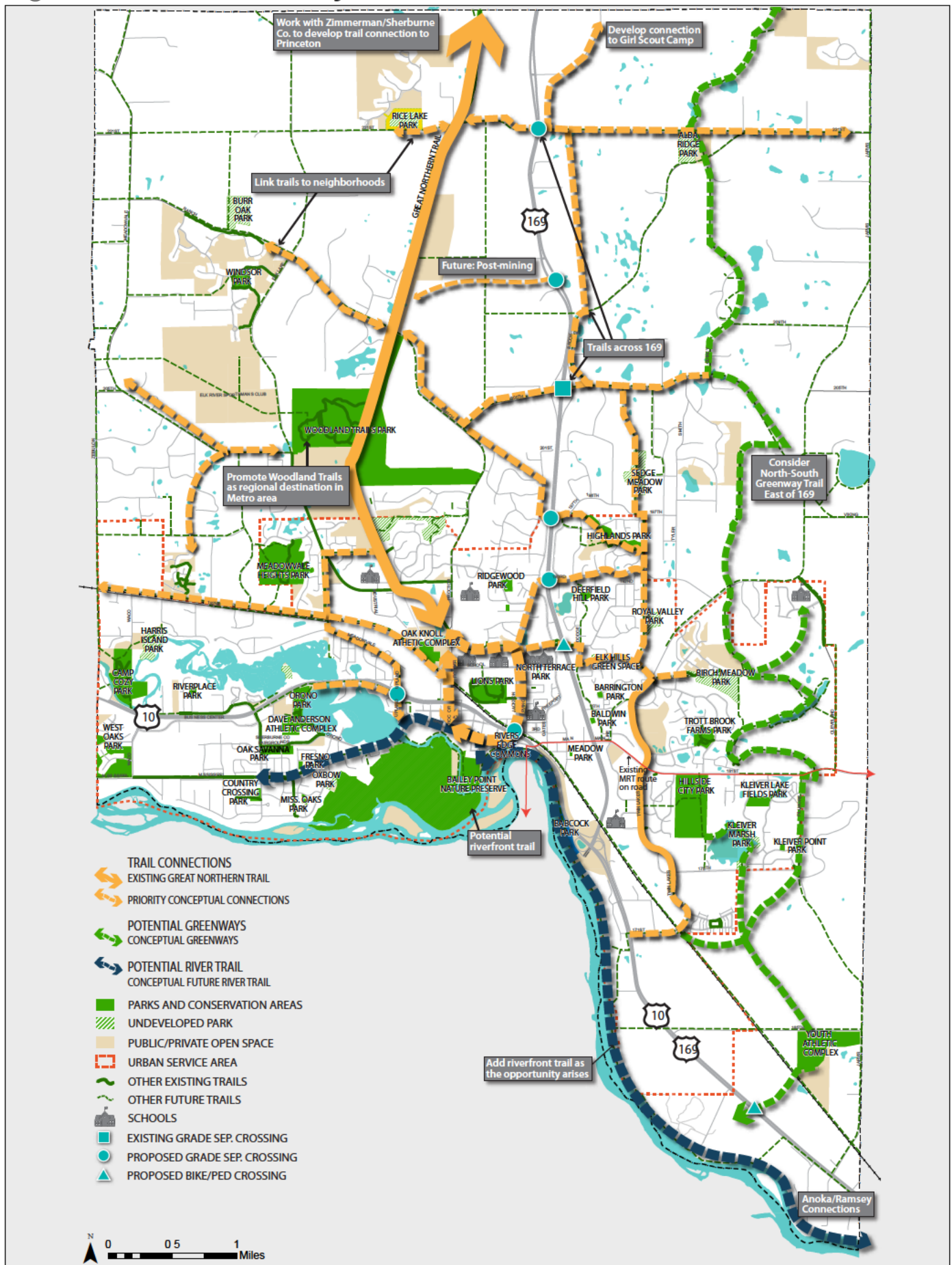
Recommendations

1. Create a connected trail network by closing gaps between existing trails.

Strategies:

- Provide pedestrian-bike crossings of Highway 169 at one-half to one mile intervals. Provide grade separated crossings where feasible.
- Create a north/south spine east of Highway 169 from Main Street to 221st that links the Highway 169 crossings. These connections could be completed or supplemented through the linking of the natural greenway system.
- Close trail gaps linking the pedestrian overpass at 189th Avenue to the school campus complex.
- Prioritize efforts on closing trail gaps to schools, downtown, transit, and the following parks:
 - ▶ Woodland Trails Park
 - ▶ Hillside Park
 - ▶ Orono Park
 - ▶ Dave Anderson Athletic Complex
 - ▶ Youth Athletic Complex
 - ▶ Lion John Weicht Park
 - ▶ River’s Edge Commons
- Provide trail access along south side of Hwy 10 from Proctor to Orono Park when the Hwy 10 bridge is replaced, currently scheduled by MnDOT for 2017. Be sure to include a trail with the new bridge and consider a trail under the bridge to connect both sides of the lake.
- Link the school complex and Lion John Weicht Park to Main Street on Proctor and/or Jackson.
- Ensure safe walking and biking routes to schools.
- Other connections:
 - ▶ Twinlakes Estates and Trott Brook Farms neighborhoods to Twin Lakes Elementary
 - ▶ Trail in Birch Meadow Park

Figure 5.6 Trail Connectivity



Halt the Construction of New Low-Income Apartments in Elk River



Started March 21, 2024
Petition to Elk River City Council Elk River Mayor John Dietz

Why this petition matters

 Started by [BRUCE SMITH](#)

I am a resident of Elk River, MN, and I am deeply concerned about the proposed construction of new low-income apartments in our community at 19465 Evans ST NW. This project is not just a personal concern for me but also for many others who call this place home. We believe that this development will negatively impact our community.

Elk River has always been known for its peaceful neighborhoods and strong sense of community. However, with the introduction of these low-income apartments, we fear that it could lead to an increase in crime rates and decrease property values. According to data from the U.S Department of Housing and Urban Development (HUD), there is often a correlation between high density housing project and increased crime rate

Furthermore, research from The National Bureau of Economic Research indicates that such developments can lead to lower property values in surrounding areas. This could potentially harm homeowners who have invested their life savings into their properties.

We understand the need for affordable housing but believe there are more suitable locations or solutions that would not disrupt our close-knit community's harmony so drastically.

247

Signatures

500

Next Goal

 Support now



Halt the Construction of New Low-Income Apartments in Elk River

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 [Send a message via WhatsApp](#)

 [Tweet to your followers](#)

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We urge local authorities to reconsider this project's location or explore alternative solutions like rehabilitation programs or rent subsidies which have proven effective elsewhere without disrupting existing communities as per studies by The Brookings Institution.

Please sign this petition if you share these concerns about preserving Elk River's character while still addressing affordable housing needs responsibly. Your signature can make a difference!



Share this petition in person or use the QR code for your own material.

[Download QR Code](#)

Signatures

Name	City	State	Postal Code	Country	Signed On
Kim Jacobson	Blaine	MN	55449	US	3/21/2024
Debra Muraski	Dayton	MN	55327	US	3/21/2024
Craig Muraski	Dayton	MN	55327	US	3/21/2024
Cheryl Becker	Elk River	MN	55330	US	3/21/2024
Kristin Kuntz	Elk River	MN	55330	US	3/21/2024
Russell Sutherland	Elk River	MN	55330	US	3/21/2024
Christina Sutherland	Elk River	MN	55330	US	3/21/2024
Julia Sutherland	Elk River	MN	55330	US	3/21/2024
Justin Trevorrow	Elk River	MN	55330	US	3/21/2024
Joseph Caliguire	Elk River	MN	55330	US	3/21/2024
Jessica Abella	Elk River	MN	55330	US	3/21/2024
Cate Nelson	Elk River	MN	55330	US	3/21/2024
Morgan Lyons	Elk River	MN	55330	US	3/21/2024
Jennifer Monahan	Elk River	MN	55330	US	3/21/2024
Michael Brutskiy	Elk River	MN	55330	US	3/21/2024
Michael Patnode	Elk River	MN	55330	US	3/21/2024
Mary Fjerstad	Elk River	MN	55330	US	3/21/2024
Dave Nelson	Elk River	MN	55330	US	3/21/2024
Cory Hartje	Elk River	MN	55330	US	3/21/2024
Lori Mapes	Elk River	MN	55330	US	3/21/2024
Joshua Christenson	Elk River	MN	55330	US	3/21/2024
Courtney D	Elk River	MN	55330	US	3/21/2024
Caitlin Christenson	Elk River	MN	55330	US	3/21/2024
Pamela Hohn	Elk River	MN	55330	US	3/21/2024
Deb Casey	Elk River	MN	55330	US	3/21/2024
Linda Opsahl	Elk River	MN	55330	US	3/21/2024
John Casey	Elk River	MN	55330	US	3/21/2024
Michael Lane	Elk River	MN	55330	US	3/21/2024
Ryan Stolp	Elk River	MN	55330	US	3/21/2024
Mark Conley	Elk River	MN	55330	US	3/21/2024
Brandon Hanson	Elk River	MN	55330	US	3/21/2024
Brian Hub	Elk River	MN	55330	US	3/21/2024
Melissa Casey	Elk River	MN	55330	US	3/21/2024
Jason Rabbitt	Elk River	MN	55330	US	3/21/2024
Vinny Billing	Elk River	MN	55330	US	3/21/2024
Shelly Benolkin	Elk River	MN	55330	US	3/21/2024
Aliisa Mayry	Elk River	MN	55330	US	3/21/2024
Diane Johnson	Elk River	MN	55330	US	3/21/2024
Bill Lawrence	Elk River	MN	55330	US	3/21/2024
Christopher Shreve	Elk River	MN	55330	US	3/21/2024
Alan Siemers	Elk River	MN	55330	US	3/21/2024

Name	City	State	Postal Code	Country	Signed On
Vickie L Carlson	Elk River	MN	55330	US	3/21/2024
Jarrold Kuntz	Elk River	MN	55330	US	3/21/2024
Shannon Trevorrow	Elk River	MN	55330	US	3/21/2024
Dustin Prange	Elk River	MN	55330	US	3/21/2024
Tiffany Smith	Elk River	MN	55330	US	3/21/2024
Katherine Shreve	Elk River	MN	55330	US	3/21/2024
Sarah Barson	Elk River	MN	55330	US	3/21/2024
Kelly Kornhaus	Elk River	MN	55330	US	3/21/2024
Lu Ann Lindert	Elk River	MN	55330	US	3/21/2024
Jackie Lamb	Elk River	MN	55330	US	3/21/2024
Gretchen Locken	Elk River	MN	55330	US	3/21/2024
Megan Malikowski	Elk River	MN	55330	US	3/21/2024
Danielle Swanson	Elk River	MN	55330	US	3/21/2024
Kelsey Moore	Elk River	MN	55330	US	3/21/2024
Julia Brolin	Elk River	MN	55330	US	3/21/2024
Kim Buchman	Elk River	MN	55330	US	3/21/2024
Kris R	Elk River	MN	55330	US	3/21/2024
Tricia Gilman	Elk River	MN	55330	US	3/21/2024
Timothy Buchman	Elk River	MN	55330	US	3/21/2024
Valeria Tchivikov	Elk River	MN	55330	US	3/21/2024
Morgan Sutherland	Elk River	MN	55330	US	3/21/2024
Alyson Kavanagh	Elk River	MN	55330	US	3/21/2024
Paul Craven	Elk River	MN	55330	US	3/21/2024
Kevin Hanson	Elk River	MN	55330	US	3/21/2024
Marilyn Oldakowski	Elk River	MN	55330	US	3/21/2024
Steven Casey	Elk River	MN	55330	US	3/21/2024
Deidra Eshelman	Elk River	MN	55330	US	3/21/2024
Twyla Sha	Elk River	MN	55330	US	3/21/2024
Donita Larson	Elk River	MN	55330	US	3/21/2024
Dan Bergh	Elk River	MN	55330	US	3/21/2024
Matthew Lamb	Elk River	MN	55330	US	3/21/2024
Kelli Hall	Elk River	MN	55330	US	3/21/2024
jill angelichio	Elk River	MN	55330	US	3/21/2024
Sadie Pergola	Elk River	MN	55330	US	3/21/2024
BRUCE SMITH	Elk River	MN	55330	US	3/21/2024
DB R	Elk River	MN	55330	US	3/21/2024
Alyssa Tvedten	Monticello	MN	55362	US	3/21/2024
KYLE SCOTT	Princeton	MN	55371	US	3/21/2024
Luke Martin	Stillwater	MN	55447	US	3/21/2024
Kseniya Brutskiy	Saint Michael	MN	55376	US	3/21/2024
Shari Gesche	Saint Michael	MN	55376	US	3/21/2024
Jennah Henrickson	Thief River Falls	MN	56701	US	3/21/2024
Chris Lentz	Cambridge	MN	55008	US	3/22/2024

Name	City	State	Postal Code	Country	Signed On
Holly Burk	Cologne	MN	55322	US	3/22/2024
Brittany Ouellette	Coon Rapids	MN	55433	US	3/22/2024
collin wolff	Elk River	MN	55330	US	3/22/2024
Eric Chuhanic	Elk River	MN	55330	US	3/22/2024
Misty Hanson	Elk River	MN	55330	US	3/22/2024
Natalya Chinikaylo	Elk River	MN	55330	US	3/22/2024
Carrie Hattell	Elk River	MN	55330	US	3/22/2024
Cassandra Berg	Elk River	MN	55330	US	3/22/2024
Sharon Wicker	Elk River	MN	55330	US	3/22/2024
Chelsey McDonough	Elk River	MN	55330	US	3/22/2024
Edgar Asbury	Elk River	MN	55330	US	3/22/2024
Stacey Peery	Elk River	MN	55330	US	3/22/2024
Jerry Banken	Elk River	MN	55330	US	3/22/2024
Gregg Stephens	Elk River	MN	55330	US	3/22/2024
Deena Stephens	Elk River	MN	55330	US	3/22/2024
Tiffany Lande	Elk River	MN	55330	US	3/22/2024
Wendy VanLith	Elk River	MN	55330	US	3/22/2024
Nettie Hackenmueller	Elk River	MN	55330	US	3/22/2024
Katie Paxson	Elk River	MN	55330	US	3/22/2024
Wendy HASSER	Elk River	MN	55330	US	3/22/2024
Shawn Peery	Elk River	MN	55330	US	3/22/2024
Donna Conley	Elk River	MN	55330	US	3/22/2024
Jen Christensen	Elk River	MN	55330	US	3/22/2024
Kathleen Johnson	Elk River	MN	55330	US	3/22/2024
Anna Bromenschenkel	Elk River	MN	55330	US	3/22/2024
Eric Bromenschenkel	Elk River	MN	55330	US	3/22/2024
Scott Kornhaus	Elk River	MN	55330	US	3/22/2024
Andrew Hackenmueller	Elk River	MN	55330	US	3/22/2024
Christel Jen0-LaPlante	Elk River	MN	55330	US	3/22/2024
Jeff Jen0	Elk River	MN	55330	US	3/22/2024
Lori Larson	Elk River	MN	55330	US	3/22/2024
Terri Lenz	Elk River	MN	55330	US	3/22/2024
Marla Zappa	Elk River	MN	55330	US	3/22/2024
Georgene Wolney	Elk River	MN	55330	US	3/22/2024
Ben Paxson	Elk River	MN	55330	US	3/22/2024
Saed jibril	Elk River	MN	55330	US	3/22/2024
James Irwin	Elk River	MN	55330	US	3/22/2024
Jana Krsteska	Elk River	MN	55330	US	3/22/2024
Tessa R	Elk River	MN	55330	US	3/22/2024
Kristi Hanson	Saint Michael	MN	55376	US	3/22/2024
David Crocker	Albertville	MN	55301	US	3/23/2024
Kaitlyn Swank	Elk River	MN	55330	US	3/23/2024
Jessica Rogers	Elk River	MN	55330	US	3/23/2024

Name	City	State	Postal Code	Country	Signed On
Pamela Cook	Elk River	MN	55330	US	3/23/2024
Susanne Hartzell	Elk River	MN	55330	US	3/23/2024
Jacob Burley	Elk River	MN	55330	US	3/23/2024
Floyd Johnson	Elk River	MN	55330	US	3/23/2024
Lenae Johnson	Elk River	MN	55330	US	3/23/2024
Patrick Locken	Elk River	MN	55330	US	3/23/2024
Ariel Westad	Elk River	MN	55330	US	3/23/2024
CRYSTAL PIERSIAK	Elk River	MN	55330	US	3/23/2024
Jarrold Dukes	Elk River	MN	55330	US	3/23/2024
Nick Abella	Elk River	MN	55330	US	3/23/2024
Igor Chinikaylo	Elk River	MN	55330	US	3/23/2024
Brittany Carlson	Elk River	MN	55330	US	3/23/2024
Jo Richmond	Elk River	MN	55330	US	3/23/2024
Susan Dehn	Elk River	MN	55330	US	3/23/2024
Crystal Zins	Elk River	MN	55330	US	3/23/2024
Oya Tugal	Elk River	MN	55330	US	3/23/2024
Lindsay Neukum	Elk River	MN	55330	US	3/23/2024
Bunnareth Hem	Elk River	MN	55330	US	3/23/2024
robyn Shields	Elk River	MN	55330	US	3/23/2024
Briana Wilcox	Elk River	MN	55330	US	3/23/2024
Dan Smith	Watertown	MN	55330	US	3/23/2024
Stacy Payne	Zimmerman	MN	55398	US	3/23/2024
Amasa Arel	Big Lake	MN	55309	US	3/24/2024
Alexa Ng	Elk River	MN	55330	US	3/24/2024
Benyamen Mechael	Elk River	MN	55330	US	3/24/2024
Laurie Sawatzke	Elk River	MN	55330	US	3/24/2024
Rachel Ebert	Elk River	MN	55330	US	3/24/2024
Chad Ebert	Elk River	MN	55330	US	3/24/2024
Jerry Neu	Elk River	MN	55330	US	3/24/2024
Kimberly McLain	Elk River	MN	55330	US	3/24/2024
Julie Popwell	Elk River	MN	55330	US	3/24/2024
Bobbie Flowers	Elk River	MN	55330	US	3/24/2024
Adam Kaluba	Elk River	MN	55330	US	3/24/2024
Scott Vensland	Big Lake township	MN	55330	US	3/25/2024
Christine Debrobander	Elk River	MN	55330	US	3/25/2024
Susan Fergus	Elk River	MN	55330	US	3/25/2024
Mark Lieser	Elk River	MN	55330	US	3/25/2024
Jennifer Mueller	Elk River	MN	55330	US	3/25/2024
Elvisa Lecy	Elk River	MN	55330	US	3/25/2024
rosa moya	Elk River	MN	55330	US	3/25/2024
Nan Stevenson	Elk River	MN	55330	US	3/25/2024
CHARLIE STRONG	Elk River	MN	55330	US	3/25/2024
Christopher Bean	Elk River	MN	55330	US	3/25/2024

Name	City	State	Postal Code	Country	Signed On
Amy Lee	Saint Michael	MN	55376	US	3/25/2024
Natalie Langenfeld	Anoka	MN	55303	US	3/26/2024
Sara DeLuney	East bethel	MN	55005	US	3/26/2024
Jonathan Miller	Elk River	MN	55330	US	3/26/2024
Sarah Greeninger	Elk River	MN	55330	US	3/26/2024
Terese Hallgren	Elk River	MN	55330	US	3/26/2024
Scott Bennett	Elk River	MN	55330	US	3/26/2024
Kathryn Bennett	Elk River	MN	55330	US	3/26/2024
Susan Patnode	Anoka	MN	55303	US	3/27/2024
Mitch Norman	Brainerd	MN	56401	US	3/27/2024
Cortney Weiss	Elk River	MN	55330	US	3/27/2024
Stephanie Christensen	Elk River	MN	55330	US	3/28/2024
Stacy Lueck	Elk River	MN	55330	US	3/28/2024
Andrea Michalak	Elk River	MN	55330	US	3/28/2024
diane buchan	Elk River	MN	55330	US	3/28/2024
Kenneth Lueck	Elk River	MN	55330	US	3/28/2024
Anna Schmeltzer	Elk River	MN	55330	US	3/28/2024
Tom Clouse	Elk River	MN	55330	US	3/28/2024
Melvin Hattell	Elk River	MN	55330	US	3/28/2024
Angel Adam	Elk River	MN	55330	US	3/28/2024
John Oldakowski	Elk River	MN	55330	US	3/28/2024
Debbie Syverson	North Branch	MN	55056	US	3/28/2024
Brandon Van vliet	Pequot Lakes	MN	56472	US	3/28/2024
Ashley Kemmetmueller	Rogers	MN	55374	US	3/28/2024
Maria Johnson	Elk River	MN	55330	US	3/29/2024
Ann Eichten	Elk River	MN	55330	US	3/29/2024
Sheryl Olson	Elk River	MN	55330	US	3/29/2024
John Telfer	Elk River	MN	55330	US	3/29/2024
Andria Johnson	Elk River	MN	55330	US	3/29/2024
Scott White	Elk River	MN	55330	US	3/29/2024
Lisa Bailey	Elk River	MN	55330	US	3/29/2024
Jason Bremer	Elk River	MN	55330	US	3/30/2024
suzie towner	Elk River	MN	55330	US	4/1/2024
Amber Stout	Elk River	MN	55330	US	4/2/2024
Kristin Kuntz	Elk River	MN	55330	US	4/2/2024
Renee Cooper	Elk River	MN	55330	US	4/2/2024
James Hallgren	Elk River	MN	55330	US	4/2/2024
April Purcell	Elk River	MN	55330	US	4/3/2024
Mary Keller	Elk River	MN	55330	US	4/5/2024
Su Qu	Elk River	MN	55330	US	4/5/2024
Andrew Floyd	Elk River	MN	55330	US	4/5/2024
Lishu you	Elk River	MN	55330	US	4/6/2024
Beckie Kovach	Elk River	MN	55330	US	4/6/2024

Name	City	State	Postal Code	Country	Signed On
Joe Greeninger	Elk River	MN	55330	US	4/6/2024
Julie Bernicker	Elk River	MN	55330	US	4/6/2024
Susan Weir	Elk River	MN	55330	US	4/7/2024
Kyiasen Bennett	Elk River	MN	55330	US	4/7/2024
Ash Moesch	Elk River	MN	55330	US	4/7/2024
Julie Tallabas	Elk River	MN	55330	US	4/8/2024
Armando Bravo	Elk River	MN	55330	US	4/9/2024
Rich Martin	Elk River	MN	55330	US	4/9/2024
Jeffrey Castro	Elk River	MN	55330	US	4/9/2024
Joe Chwojdak	Elk River	MN	55330	US	4/9/2024
Beth Soule	Elk River	MN	55330	US	4/9/2024
Alicia Kenerley	Elk River	MN	55330	US	4/10/2024
Lyn Williams	Elk River	MN	55330	US	4/10/2024
Josh Standiford	Elk River	MN	55330	US	4/10/2024
Alana Preziosi	Elk River	MN	55330	US	4/10/2024
Bryan Loftin	Elk River	MN	55330	US	4/11/2024
Lily Tenner	Elk River	MN	55330	US	4/11/2024
Erika Rikhiram	Elk River	MN	55330	US	4/11/2024
Stephanie hill	Elk River	MN	55330	US	4/11/2024
Christopher Williams	Elk River	MN	55330	US	4/11/2024
Mike Mueller	Elk River	MN	55330	US	4/11/2024
Logan Willard	Elk River	MN	55330	US	4/12/2024
Shakeerah Hameen	Elk River	MN	55330	US	4/12/2024
Kelly Ackman-Homan	Elk River	MN	55330	US	4/12/2024
Dorian Covahey	Elk River	MN	55330	US	4/13/2024
Angebreea Sinnwell	Elk River	MN	55330	US	4/13/2024
Katie Mefford	Elk River	MN	55330	US	4/13/2024
Ralphie Beam	Elk River	MN	55330	US	4/13/2024
Melanie Reyna	Elk River	MN	55330	US	4/14/2024
Alyssa Russell	Elk River	MN	55330	US	4/15/2024
Nancee Waller	Elk River	MN	55330	US	4/24/2024
John Nilson	Elk River	MN	55330	US	4/24/2024
Matthew Martin	Elk River	MN	55330	US	4/24/2024
Ross Wangenstein	Zimmerman	MN	55398	US	4/24/2024

Elk River City Council

May 6, 2024

RE: Rutter-Walton Proposed Apartments

Attention Mayor Dietz and all council members;

I am the homeowner that owns the north lot that connects to this proposed apartment project. I am asking the city council to DENY any permits or rezoning to the developer for so many reasons, some listed below.

These are my concerns and many of these will and have been addressed but just letting you know I am NOT happy with this at all. I will be greatly affected by this project.

Reasons:

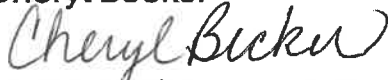
- 1. My house will only be 65 feet from a 3-story apartment building.
(Building to building) I welcome any planning or city member to come and see and measure for yourself. Someone was hired and came out last week and put stakes in at corner of lot near my garage. I measured from the corner of my garage to the corner lot post/stake from surveyor and it was 40 feet. Then according to the drawing from the developer, the building is 25 feet from that. This is way too close to have a 3 story building near my home. It really is not a good view to be sitting on my deck and almost able to shake hands with those in the apartment building.**
- 2. There is a deep drop there in grade/elevation along our common property line and wondering how all that will work with ground water run off and how are they going to keep erosion from happening. What is going to keep their fill from intruding and washing onto my property? Hopefully they do not plan on piling snow behind their building either, as developer suggested at planning commission workshop.**
- 3. What happened to the 30-foot buffer between this lot and my lot on the north end, off 197th? Lot number 75-00714-0020. This buffer was placed many years ago (2009?) and ran all the way to the corner of 197th**

Ave. and Evans Street. when the house development behind me went in, to separate our neighborhood and separating my lot from adjoining a business lot. Why and when was this removed? They were possibly going to use this as a possible wood chip trail connecting parks.

4. My property will be almost impossible to sell, and the market value will be greatly decreased if this is allowed. Imagine your house 65 feet from a three-story apartment building. I built my home in 1986 and all these rezonings have hurt my property value. I have seen a deduction on an appraisal I had done for refinancing, because I share a common property line with business development zoned lot. I feel I am being pushed right out of the neighborhood.
5. This location will be extremely dangerous for children and adults because it is already congested with Menards and Harley, and there is a shortage of parking all the time. Parking is now going down 196th.
6. Kids will play where??? My lot, neighbors back lots? Street? Sidewalks? Parking lots of Harley and Menards? The playground area is extremely small for this size and number of units proposed. Also, having a dog run? These dogs will be let loose and will be using homeowner's lots, or where they are showing it now, they will be running into the road. We all know kids will be playing on sidewalks, riding bikes, playing in the woods behind the apartments and garages. For these reasons it will be so dangerous.
7. The drawing is so deceiving also in relation to the cleared area that we see when we drive by. There will be so many trees that will need to be taken out for this project. The developer said he thinks this is a good location because of the tree barrier, but in reality, with so many trees having to be cleared there will be a much thinner line of trees. Living here for so long, I know there are 7-8 months(October-May) of no leaves on the trees so really you cannot count the trees as a barrier.
8. No public transportation for these people.

Overall, I am greatly concerned for my residence, its value, and my ability to sell it. This is very troubling to me and I hope and pray that all of you really take in consideration so many reasons this apartment should not be placed in this location. There are many other locations zoned for apartments and would be a better fit. So many surrounding communities and Elk River have so many apartment complexes that should meet the needs.

Cheryl Becker



11452 197th Avenue NW

Elk River, MN 55330

763-370-0680

Elk River Council Meeting

5-6-24

Rutter-Walton Proposed Apartments

I Request that the Elk River City Council to Deny any changes to current zoning regarding this proposed project based on the following findings.

Proposed over build for lot

Lot Size Per Ordinance 30-1006

Lot Size: The number of units requires 7.71 acres

Proposed: Lot size 3.96 deeded acres, 51% of required

Parking per Ordinance

Parking: 240 total, 96 Enclosed, Size 9' x 20'

Proposed: 184 total 77%, 30 Enclosed 31%, Size 9' x 18' 90%, Smaller width on Handicap

Bicycle parking and storage? There is none shown on proposal drawings.

Garbage Dumpster location? There is none shown on proposal drawings.

Snow Removal?

Are inside parking sites walled off? If so, what prevents these sites from being used as storage and not used as intended parking.

Setbacks per Ordinance 30-1006

Does not meet set back requirements on North side of property

Set back from Road ROW of 197th Ave. Should be 30'+20' "Landscape Buffer" per Ordinance. (Major Collector and arterial street) *Still no allowance for 20' landscape buffer per ordinance.*

Section View of Site Plan misleading and incorrect for closest neighboring residents.

Building separation to the home on 197th Ave. NW is less than 70' from the proposed apartment building. Not 80' as the developer is showing. This may be too close per code due to both building heights.

Homes on Carson Circle NW are approximately 150' from proposed building.

Measurements to existing homes were made on County GIS Beacon Mapping Site.

Lack of access for Emergency Vehicals Police, Fire and Ambulance

One entrance. Narrow lanes thru parking area.

Lack of setback width for Emergency Vehicals (Fire) to the NE corner of resident building along north property line.

Grading and Drainage Management

Lack of "On Site" Holding for Drainage. Where does it go? Lack of non-pervious surfaces. Maintain excess drainage from going to NE of property on to adjoining property off of 197th. (This property is not on City Storm Water Service)

Grading of 4 to 1 slope, per Ordinance 30-802, to adjacent property along North property line and in NE corner of the property. With a 4 to 1 slope, this will not allow Fire Ladder truck access to the NE corner of building along the North side of building. Or will there be a retaining wall built to keep grade level. If so, how high? Will it need a fence on top of wall?

Proposed Development, As Proposed, does not fit with City of Elk River 2015 Parks Master Plan

Elk River City Parks 2015 Master Plan is calling for extending a trail from adjoining City owned property in NE corner to the NW corner of subject property. If allowed to be built as planned, the City of Elk River will lose its ability to make a trail that connects from the recently built Hwy 169 overpass, to Highland Park and existing trail systems. As shown in the "Master Plan".

(7) A PUD shall not adversely affect existing or proposed parks, schools, streets or other public facilities. *City master park plan proposed pathway. I have seen the maps. On the internet, at city hall and presented to me several years ago by park representative John Kuester.*

Charging Stations for EV's

Lack of charging stations. No future vision incorporated. Added at tax payer expense later? EPA is currently mandating that two thirds of all new Vehicals sold by 2032 to be electric. Current sales are at 7.6% of all care sales.

Generational Wealth

The City of Elk River should be promoting home ownership instead of rent. It is stated that home ownership is the best way of gaining wealth. The City needs to adopt less regulation in zoning and building code requirements to promote home ownership. Be it Single Family or Multi-family structure.

Degraded Property Values

The following is from recently adopted city Ordinance January 16th 2024

Ordinance 24 - ____ An Ordinance Amending Section, 30-1564, PUD planned unit development district, 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 § 30-1564, PUD planned unit development district, of the City of Elk River Code of Ordinances shall be amended to read as follows:

Sec. 30-1564. PUD planned unit development district. (a) Purpose. The purpose of the PUD district is to provide opportunities for creative development and design flexibility by allowing modification of lot and building area, width, setback and other dimensional requirements. Planned unit developments (PUDs) shall be developed in accordance with a concept plan and a PUD development plan, and in accordance with this article and the city subdivision regulations (article V of this chapter). A PUD shall be consistent with the intent and purpose of the city comprehensive plan and this article, and shall not adversely affect property adjacent to the land area to be developed.

(5) A PUD shall not cause undesirable impacts on adjacent lands and land uses. In particular, uses on the PUD perimeter shall be compatible with adjacent uses outside the PUD.

(6) A PUD shall be served by adequate transportation, water, sanitary sewer and drainage systems. Have they done a traffic Study? O a drainage study?

(7) A PUD shall not adversely affect existing or proposed parks, schools, streets or other public facilities. City master park plan proposed pathway. I have seen the maps. On the internet, at city hall and presented to me several years ago by park representative John Kuester.

(8) The council may establish varied and reasonable lot area, frontage, side yard, and setback requirements for a PUD and may authorize a density which it determines to be appropriate under the circumstances. Any permitted density shall be consistent with the city's comprehensive plan and not adversely affect the public health, safety and welfare.

I don't believe this is consistent with any other development or PUD. Density is greatly increased.

Research from The National Bureau of Economic Research indicates that such developments can lead to lower property values in surrounding areas. This could potentially harm homeowners who have invested their life savings into their properties.

Kenneth A. Lueck


11588 198th Ave. NW
Elk River, MN. 55330

Concept Review

Rueter Walton



Reuter Walton Development LLC
 Concept Review

Case No: CR 24-02

Background

- Requesting feedback on the city's interest of an apartment
 - If favorable, many questions and details to follow
- Proposed 96-unit residential apartment project
 - Will consist of 3 stories, each around 37,000 sqft
- Positioned closer to the north and west
 - Increase distance from existing residential
- Proposed garages help further screen the parking lot



MAJOR COLLECTOR /
ARTERIAL STREET SETBACK

198th Ave NW

th Ave NW

Evans St NW

3 STORY APARTMENT
93 TOTAL UNITS

COMM. PATIO

INTERIOR
TRASH /
RECYCLING

TRASH STAGING

TRASH STORAGE

TRASH ENCLOSURE

TRASH ENCLOSURE

TRASH ENCLOSURE

TRASH ENCLOSURE

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TRASH ENCLOSURE

TRASH ENCLOSURE

TRASH ENCLOSURE

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TRASH ENCLOSURE

TRASH ENCLOSURE

9 GARAGE STALLS + 1 ADA

SNOW MELT

9 GARAGE STALLS

SNOW MELT
PROOF OF PARKING
(4 STALLS)

4 GARAGE STALLS

9 GARAGE STALLS

6' HIGH PRIVACY FENCE

196th Ln NW

11537 197TH
AVE NW

11519 197TH
AVE NW

11475 197TH
AVE NW

11404 197TH
AVE NW

11388 198TH
AVE NW

11452 197TH
AVE NW

19670 CARSON
CIR NW

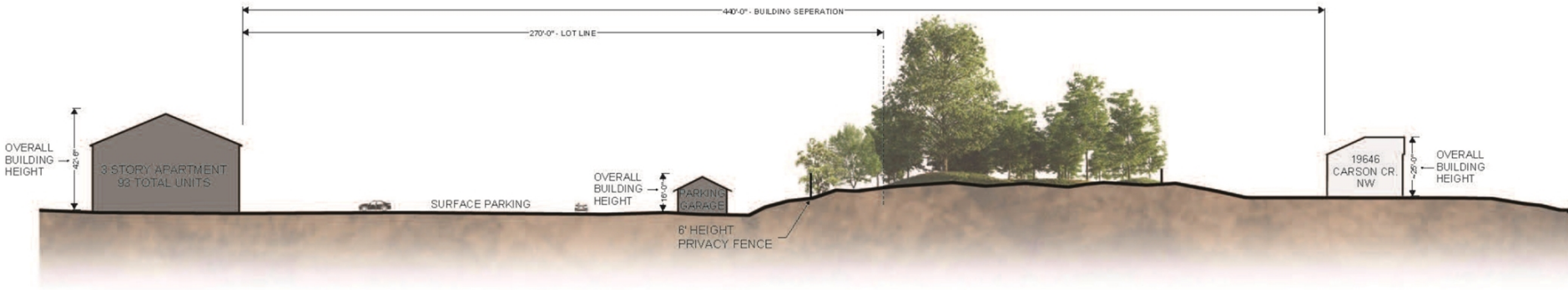
11366 196TH
LN NW

19550 BALDWIN
ST NW

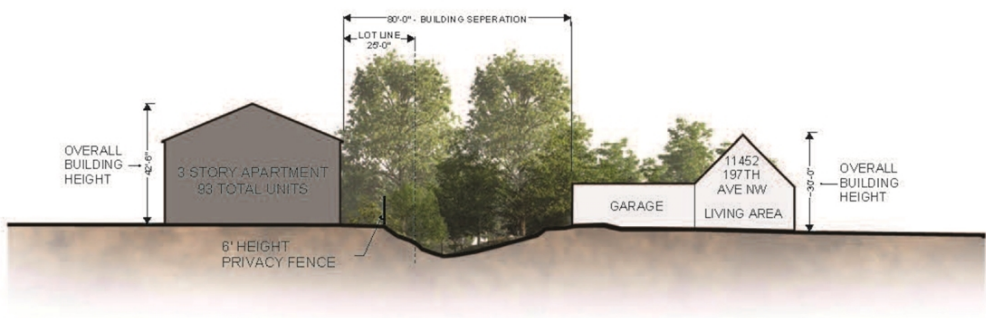
19538 BALDWIN
ST NW



19521 EVANS
ST NW



1 - SITE SECTION CUT



2 - SITE SECTION CUT







Parking

Ordinance

- 2½ parking spaces per dwelling unit
- 1 space completely enclosed

Required	Proposed	Difference
240 Total	184 Total	77%
96 Enclosed	30 Enclosed	31%

Land Use

- City amended **Land Use** in December 2022 – not the zoning
 - Zoned PUD - Commercial
- Amended - Traditional SF Residential to **Highway Business**
 - Overlooked with 2021 update
 - City initiated amendment
 - Facilitate construction of a mini-storage facility
- Apartment project would require a land use amendment to residential (Multifamily)

Background

- Requesting financial assistance from the state
 - Requires a resolution of support from the CC
- Resolution of support does not obligate the city to provide any TIF (Tax Increment Financing) or Abatement

Planning Commission

- Consensus - project, in general, was good
- But too dense for the subject parcel
- Suggested parcel be maintained as commercial

Planning Commission

- Received comments from the public, which focused on
 - Land use
 - Zoning requirements
 - Traffic
 - Safety
 - Property value
- Commission shared some of their concerns
- Staff have received three letters of objection

Action Requested

- This is a concept review – high level look
 - Is the city interested in entertaining an apartment project on the subject parcel?
- Development/designs standards will be reviewed/required, if an application is received
 - Straight R4 zoning
 - PUD if deviations requested

Action Requested

- Provide the applicant with informal, non-binding, feedback regarding council's support for a residential apartment complex on the subject parcel



MAJOR COLLECTOR /
ARTERIAL STREET SETBACK

198th Ave NW

th Ave NW

Evans St NW

3 STORY APARTMENT
93 TOTAL UNITS

COMM.
PATIO

INTERIOR
TRASH /
RECYCLING

TRASH
STAGING

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BRVS

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TRASH
BRVS

6' HIGH
PRIVACY
FENCE

9 GARAGE STALLS + 1 ADA

SNOW
MELT

9 GARAGE STALLS

SNOW
MELT
PROOF OF
PARKING
(4 STALLS)

4 GARAGE
STALLS

9 GARAGE STALLS

6' HIGH
PRIVACY
FENCE

196th Ln NW



Reuter Walton Development LLC
 Concept Review

Case No: CR 24-02

Public Comment

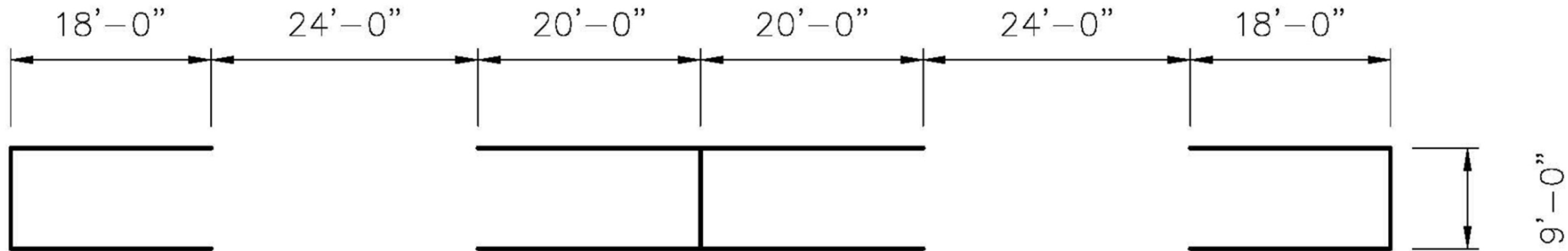
- Density
 - Does not meet R4 district
 - Likely will be a PUD

Public Comment

- Setbacks
 - Apartment sewer³
 - ³ Multifamily lot size may be reduced by 400 square feet for every tuck-under or underground garage
 - ⁴ (³) Setbacks, yard: 30 feet at the periphery of the development parcel for yards bordering major collector or arterial streets, an additional 20 feet of setback is required to provide a landscaped buffer yard
 - Not a major collector or arterial street (based on functional classification in comp plan)

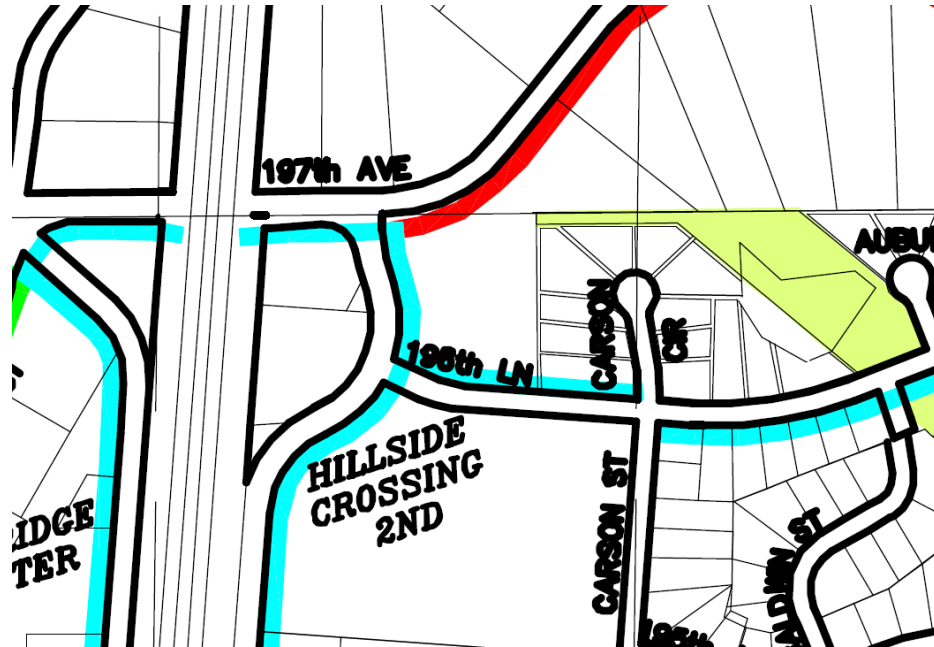
Public Comment

- Zone changed
 - Land Use was changed
 - Zoned PUD – commercial
- Parking stall size



Public Comment

- Emergency vehicle access
- Lack of on-site storm water retention
- Park trail



11537 197TH
AVE NW

11519 197TH
AVE NW

11475 197TH
AVE NW

11404 197TH
AVE NW

11388 198TH
AVE NW

11452 197TH
AVE NW

19670 CARSON
CIR NW

11366 196TH
LN NW

19550 BALDWIN
ST NW

19538 BALDWIN
ST NW



ANS

19521 EVANS
ST NW



Request for Action

To
City Council

Item Number
11.2

Meeting Date
May 6, 2024

Prepared By
Ryan Sandhoefner, Engineering Project Manager

Item Description
Waco Street Signal Flashing Yellow Conversion

Reviewed by:
Justin Femrite
Cal Portner
Tina Allard

Action Requested

Discuss the Waco Street signal system functionality and future improvement planning.

Background/Discussion

There have been concerns about the functionality of the Waco Street signal system which it connects to Trunk Highway 10, leading to the discussion of retrofitting flashing yellow left-turn arrows. As such, it has been included in the current Capital Improvement Plan. As we have worked toward project implementation, MnDOT has recently made us aware that they plan to replace the entire signal system at this intersection in 2029 as part of a resurfacing project. It is expected the city will incur 50% of this cost (estimated to be \$200,000) to cover the two city-owned legs of the system as part of that 2029 project. Due to the replacement schedule MnDOT has planned, they are declining to participate in a yellow flashing conversion at this time.

Retrofitting of flashing yellow arrows now instead of waiting would cost approximately \$110,000 plus engineering and administration. Of this, \$56,000 could be reused as part of the 2029 replacement. This means the remaining \$54,000 plus engineering and administrative costs would be essentially covering roughly four years of service for the flashing yellow retrofit and be 100% payable by Elk River. This project design and management would also fall to the city, so, likely, it couldn't be installed until 2025 as we would need to solicit a request for proposals before initiating a design.

Financial Impact
N/A

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

Attachments
None

The Elk River Vision

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





Request for Action

To
City Council

Item Number
11.3

Meeting Date
May 6, 2024

Prepared By
Cal Portner, City Administrator

Item Description
Minnesota 2023 Public Safety Aid

Reviewed by:
Cal Portner
Mark Dickinson
Tina Allard

Action Requested

Review, discuss, and provide direction regarding purchases with Minnesota 2023 Public Safety Aid.

Background/Discussion

The 2023 Minnesota Legislature appropriated \$300 million to be allocated to nearly all Minnesota local governmental entities. Elk River received \$1,145,601.

The aid is a one-time appropriation without a sunset date for use. There are some limitations to what may be purchased or how it can be used.

Financial Impact

Staff recommends making one-time purchases of items currently planned to ensure there are no future budgetary impacts.

Mission/Policy/Goal

Elk River Mission Statement

Attachments

1. MNDOR 2023 Public Safety Aid
2. MN Public Safety Aid PD Expenditure Options
3. MN Public Safety Aid FD Expenditure Options
4. Handout

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





2023 Public Safety Aid

One-time Public Safety Aid

The 2023 Minnesota Legislature enacted a one-time Public Safety Aid for aids payable in 2023. The one-time appropriation of \$300 million is allocated among all counties, cities, townships of a population of 10,000 or more, and Minnesota's 11 federally recognized tribal governments.

Recipients must use the aid to provide public safety. You can find the lists of example eligible and noneligible uses that were provided in the law below.

About the Program

The one-time appropriation of \$300,000,000 is allocated 30% to counties and tribal governments and 70% to cities and towns with a population over 10,000.

Aid amounts were calculated based on population.

This is a one-time aid to be calculated and will be paid in one installment on December 26, 2023.

2023 Certification

[2023 Public Safety Aid - Cities and Town](#)

[2023 Public Safety Aid - Counties](#)

[2023 Public Safety Aid - Tribal Governments](#)

Use of Aid

A county, tribal government, city, or town with a population over 10,000 must use the aid to provide public safety.

Eligible uses include:

- Community violence prevention and intervention programs
- Community engagement
- Mental health crisis responses
- Victim services
- Training programs
- First responder wellness
- Equipment related to fire, rescue, and emergency services
- To pay other personnel or equipment costs

An aid recipient may not use the aid toward:

- Its employer contribution to the public employees police and fire fund if the county, tribal government, or local unit received [Police State Aid](#) under Minnesota Statutes, chapter 477C, in calendar year 2022
- Any costs associated with alleged wrongdoing or misconduct
- The purchase of an armored or tactical vehicle or substantially similar vehicle
- The purchase of tear gas, chemical munitions, or substantially similar items
- The costs of construction, reconstruction, remodeling, expansion, or improvement of a police station, including related facilities.
 - "Related facilities" includes access roads, lighting, sidewalks, and utility components on or adjacent to the property on which the police station is located that are necessary for safe access to and use of the building

FAQs

This is a state aid, not a grant.

All eligible recipients will receive aid without taking any action. The full amount will be paid on December 26, 2023.

Will there be more information provided about eligible uses of aid?

No. All of the information provided in the law is included above under Use of Aid.

Can we spend the funds prior to receiving them?

Yes. If your government has the funds to spend prior to receiving the aid payment you may spend it on eligible uses of the aid immediately.

Questions?

If you have questions, email us at PropTax.Admin@state.mn.us.

2024 Minnesota Public Safety Grant Expenditures

Item	Amount	One-time Purchase?	Ongoing	Notes
Ballistic helmets (32)	\$15,000	Yes, then move to budget	5 years	Replace expired helmets
Rifle-rated Bunkers (2)	\$15,000	Yes, then move	5 years	Currently expired and only pistol rated.
Vector Solutions Software	\$1,536	Equipment	Annual, regular budget	Improved inventory program
Vector Solutions Software	\$1,595	Field Training	Annual, regular budget	New FTO program
Speed signs (6 ea)	\$33,000	Due for replacement	10 years	Replace existing signs
Flock Traffic Cameras	\$20,000	Hold and wait	\$18,000 every year	
Range Updates	\$150,000	2024 CIP	Every 20 years	In CIP
Two additional officers	\$100,000			Over-strength to cover retirements (half year)
TZD Public Safety Grant	\$14,000- \$20,000	Yes	Add to fleet replacement	20% State Grant match
LE-AST Services	Variable as needed	No	Yes	Depends on use
TOTAL	\$356,131.00			

Public Safety Grant Ideas

- Admin/Planning/Department Vision
 - Fire Department Standard/Coverage Study
 - Incorporating a Community Risk Reduction Program, expanding current inspection and rental programs
 - Staffing & Operations
 - Strategic Plan
 - Fire Station 1 Building Study
 - Fire Administration Remodel
- Training
 - Lion Fire Attack System
 - Burn Building
 - Burn Trailer
 - Roof Prop
 - Salvage/Overhaul Prop
 - Maze Wall System
- Operations
 - Extrication Tools
 - Boat & Water Rescue equipment
 - Drone Program
 - Knox Box System Upgrade
- Fire Marshal/Risk Reduction
 - Upgrade or Replace Safe Escape House
 - Full Time Firefighter/Inspector position

Item	Quantity	Estimated Cost	Total	Priority
		\$	\$	
Lion Fire Attack System	3	25,000.00	75,000.00	High
		\$	\$	
Drone	2	18,000.00	36,000.00	Medium
		\$	\$	
Burn Building	1	1,000,000.00	1,000,000.00	High
		\$	\$	
Roof Prop	1	90,000.00	90,000.00	Medium
		\$	\$	
Salvage Prop	1	15,000.00	15,000.00	Medium
		\$	\$	
Battery Powered Extrication Tools	3	36,000.00	108,000.00	Medium

Boat and Water Rescue equipment	\$	\$	
	1	60,000.00	60,000.00
			Low
Maze Kit Movable	\$	\$	
	3	7,000.00	21,000.00
			Low

Live Burn Trailer			
Item	Price	Quantity	Total
MBR-25	\$ 144,500.00	1	\$ 144,500.00
Basement Trainer Configuration	\$ 17,200.00	1	\$ 17,200.00
Roof Railing	\$ 19,704.00	1	\$ 19,704.00
6 foot add on	\$ 3,032.00	1	\$ 3,032.00
Exterior Ladder	\$ 2,231.00	1	\$ 2,231.00
Movable Wall System	\$ 395.00	10	\$ 3,950.00
Class A Burn Prop	\$ 4,600.00	1	\$ 4,600.00
6 Foot Trailer Increase	\$ 17,980.00	1	\$ 17,980.00
Artificial Smoke System	\$ 3,172.00	1	\$ 3,172.00
Shipping	\$ 1,850.00	1	\$ 1,850.00
Total			\$ 218,219.00

Public Safety Grant Ideas

		<u>Priority</u>
▪ Fire Admin Remodel:	\$150,000	High
▪ Admin/Planning/Department Vision/Studies:	\$75,000	High
○ Standards of Coverage Study		
○ Staffing & Operations		
○ Strategic Plan		
▪ Training:		
○ Live Burn Trailer	\$218,000.00	High
○ Lion Fire Attack System	\$75,000.00	High
○ Roof Prop	\$90,000.00	Medium
○ Salvage/Overhaul Prop	15,000.00	Medium
○ Maze wall system	\$21,000.00	Medium
▪ Operations/CIP items:		
○ Battery Powered Extrication Tools	\$108,000.00	Medium
○ Knox box system upgrade	\$55,000.00	Medium
▪ Fire Marshal/Risk Reduction:		
○ Replace Safe Escape House	\$190,000.00	Low
▪ Other Operations:		
○ Drone	\$36,000.00	Low
○ Water Rescue Boat/Equipment	\$75,000.00	Low
High Priority Total:	\$518,000.00	
Medium Priority Total:	\$289,000.00	
Low Priority Total:	\$301,000.00	

