



City Council

Regular Meeting & Work Session Agenda

Monday, May 20, 2024
6:00 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
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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 29, 2024, Council Retreat Minutes

4.2 May 6, 2024, City Council Regular Minutes

4.3 Check Register for the period ending May 20, 2024.

4.4 Amend Resolution 23-62, 2024 Compensation Plan for Non-Organized Employees

4.5 Severance Agreement and Waiver of Claims: Perry Milless.

4.6 Resolution 24-25: Allocation of 2023 MN Public Safety Aid

4.7 Pay Estimates as outlined in the staff report.

4.8 Resolution 24-24: Safe Road Zone Grant Acceptance

4.9 Hire Street Maintenance Operator Jeremy Taylor effective June 3, 2024.

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 City of Elk River Volunteer of the Month

6.2 Public Safety Recognition

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 Conditional Use Permit: PUD Amendment for Taco Bell Signage

7.2 Variance: Ivan Foxcroft - 20055 Polk Street NW

7.3 Preliminary and Final Plat: Natures Edge Business Center Fifth Addition, Heritage Millwork - PID 75-00929-0020

7.4 Ordinance 24-12 Amendment: PUD for Bradford Park

7.5 Ordinance 24-13 Amendment: PUD for Spectrum Schools

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 iBackCheck Lease Termination Appeal

8.2 Agreement 24-14: Two Brothers Hockey Lease Agreement

8.3 Select Executive Search Firm

8.4 Financial Advisor Services

8.5 Temporary On-Sale Liquor License: Davis-Darrow-Meyer American Legion Post 112

8.6 Temporary On-Sale Liquor License: Sherburne County Fairgrounds

8.7 Temporary On-Sale Liquor License: Elk River Rotary Club

8.8 2024 Goal Setting

8.9 Resolution: Orderly Annexation

9. MOTION TO ADJOURN REGULAR MEETING

10. 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.

10.1 Concept Review: Twin Cities Land Development - City Sewer Service

11. MOTION TO ADJOURN

12. INFORMATION

The Elk River Vision

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



12.1 Financial Report - April

The Elk River Vision

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





**Meeting of the City Council
Held at the Elk River Fire Station #2
Monday, April 29, 2024**

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

Members Absent: None.

Staff Present: City Administrator Cal Portner, City Clerk Tina Allard, Economic Development Director Brent O'Neil, Business Services Director/Assistant City Administrator Joe Stremcha, Fire Chief Mark Dickinson, Environmental Services and Special Projects Director Suzanne Fischer, Public Works Director/Chief Engineer Justin Femrite, Community Development Director Zack Carlton, and Records Specialist Katie Porath

1. CALL MEETING TO ORDER

Pursuant to due call and notice thereof, the meeting was called to order at 1:00 PM.

2. COUNCIL VISIONING

2.1 Review and Discuss Mission, Vision, and Goals

Ice Breaker

Staff worked with councilmembers on a letter writing exercise and compared it to responses generated by AI.

Review Values, Vision & Mission Statement 2024 Goals

The Council suggested changes to the Elk River Mission.

Elk River Municipal Mission Components

- Opportunity to live, work, and play
- Responsibly grow
- Meet changing needs - Agile
- Timeless
- Ethical, efficient and responsible
- Work with citizens to achieve goals
- Responsible for every dollar – good stewards

- Help improve citizen quality of life
- Reflect the culture of citizens and what is important
- Together we win

Mr. Portner reviewed the goals set in 2023.

Councilmember Westgaard stated that the goals do not include housing. He wondered if the city could educate residents on the term “affordable housing” so that it does not equate “crime ridden or dysfunctional”. He stated that housing is needed for all levels of employee salaries.

The Council agreed that they would like to see the results of the housing study Sherburne County is conducting as soon as possible.

Public Safety Grant

The city received a grant of \$1,145,601 to be used by the Police and Fire departments.

Mayor Dietz asked if patrol car purchases would be an allowed expense under this grant. Council also questioned if remodeling of the firing range would be allowed. Mr. Portner will research.

The Council will continue a discussion of how to allocate the funds at a future council work session. They were in favor of one-time expenses that would not have on-going costs.

Statewide Affordable Housing Aid

Mr. O’Neil discussed Statewide Affordable Housing Aid funding offered to the city. Sherburne County has discussed sharing their portion pro-rated with cities and, with that amount, the total could be \$270,000.

The Council agreed they shouldn’t turn down the money and the HRA be put in charge of managing it.

The Council recessed at 3:01 p.m. The meeting reconvened at 3:09 p.m.

Chamber Building Vision

The Council discussed proposed repairs on the Chamber of Commerce building. The building and property are owned by the city and leased to the Chamber of Commerce for \$1 per year.

The Council agreed they did not want to put additional money into the property and discussed other locations for the Chamber staff and meeting area.

Staff was instructed to ask the Chamber of Commerce what they can afford for rent and help find an alternative space.

The Council recessed at 3:25 p.m. The meeting reconvened at 3:30 p.m.

Fire Station #1 Vision

Fire Chief Dickinson received a quote of \$25 million to construct a new fire station, which would not include the cost of land acquisition. The new site should be 3 ½ - 4 acres in size.

The Council discussed combining the cost of a building, the aerial fire truck, and a new fire engine together and paying with bonds.

The Council discussed potential locations for a new fire station and instructed Mr. O'Neil to inquire about potential property.

Recreation Staffing Model and Updates

Mr. Stremcha discussed proposed staffing changes at the Furniture and Things Community Event Center to restructure as a hospitality industry focus.

The Council had concerns about staff response to the changes. New job descriptions are created and will be presented to the council at a future council meeting.

Sport Court

Mr. Stremcha presented information on a hard surface sport court that could replace some of the turf fields.

The Council was concerned about affecting current users who need a full turf field. The primary uses of a hard surface sport court seemed to be for pickleball, basketball, or volleyball. Mr. Stremcha stated that the turf would need to be removed and glued back down in pieces each time the change from turf to hard surface was needed.

Alternatives discussed included a Velcro turf or a hard-court surface that goes over one of the ice rinks.

Ms. Fischer left the meeting at 5:00 p.m.

Northbound Liquor Store

Mr. Stremcha discussed the idea of moving the Northbound liquor store and selling the current liquor store site to an interested developer. The project could be financed in-house and repaid at a lower percentage.

The Council instructed Mr. O'Neil to inquire about the availability of property for a new liquor store.

Athletic Fields Master Plan

Mr. Stremcha discussed the results of evaluating the Dave Anderson Athletic Complex, Oak Knoll Athletic Complex, and Plants and Things Recreation Complex.

The Council questioned why schools are closing due to decline in enrollment while the study showed that the need for sport fields is increasing.

Great River Energy (GRE) Account Balance

The Council discussed the remaining funds in the GRE account.

Councilmember Wagner discussed branding for the Furniture and Things Community Event Center.

The Council agreed that the Multipurpose Facility Advisory Commission should look at the proposed branding plan and decide a priority for completion.

The Council recessed at 5:38 p.m. for dinner. The meeting reconvened at 6:05 p.m.

Budget Kickoff

The Council requested that the budget be as cost neutral as possible.

ARPA Funds

Mr. Portner stated that ARPA funds have been allocated but not yet spent. Mr. Stremcha asked if remaining funds could be used toward the hard sports court. Mr. Femrite can check if the State contract has caught up on Public Works vehicles and if any fleet purchases were scheduled for 2024. The Council stated they should continue to discuss the best use of any extra funds.

Goal Setting

Mr. Portner asked if council had any additional goals to add and finalized the list.

Short-term (2024-25)

- Commercial Development
- Budget and sinking fund for building repair.
 - Transition PW Facility bond to general levy (ongoing)
- FT Center fully staff and financially self-sustaining
- Draft a Cost Participation Policy for Trail and Street Improvement Projects
- Line Avenue Cul de Sac

Mid-term (2029)

- Acquire business park land.
 - Assist developers with private acquisition as needed.
- Commercial development
 - CRT Zoning District
 - Hotel/Hospitality Growth
- Oak Knoll/Hale's Field improvement - collaboration with ISD #728
- Parks and Rec app – directions, ads, amenities, park features
- Communitywide Strategic Planning Implementation (downtown district)
- Identify city actions required after Elk River Landfill closure (groundwater)
- Gravel mining closure (transmission line placement)
- Fire Station #1 replacement/improvements

- Implementation of Parks Master Plan
- Implementation of new Housing Study recommendations (workforce housing)

Long-term (2034)

- Urban Service Area expansion
- C/I development
- Development of Specht property in eastern Elk River
- Trail connections
- Pedestrian Trail Connection downtown over the railroad and TH10.
- More retail development in western Elk River
- Riverwalk from Orono Park to City of Ramsey
- Highway 10 safety and mobility improvements, 165th Ave to Jarvis St.
- TH169 and 225th Avenue Safety Improvements
- Implementation of Downtown Small Area Study recommendations
- County Fairgrounds
- CRT Zoning review/update

Mr. Portner will bring the goals back on a future agenda for review and acceptance.

3. MOTION TO ADJOURN

The meeting adjourned at 07:01 p.m.

Minutes prepared by Katie Porath.



John J. Dietz, Mayor



Tina Allard, City Clerk



**Meeting of the City Council
Held at the Elk River City Hall
Monday, May 6, 2024**

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

Members Absent: None

Staff Present: City Administrator Cal Portner, Assistant City Administrator Joe Stremcha, Fire Chief Mark Dickinson, Assistant Fire Chief Joe Libor, Jr., Deputy Fire Chief Casey Neumann, Police Captains Darren McKernan and Joe Gacke, Engineer I Ryan Sandhoefner, Senior Planner Chris Leeseberg, City Clerk Tina Allard

1. CALL MEETING TO ORDER

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

2. PLEDGE OF ALLEGIANCE

3. CONSIDER AGENDA

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

4. CONSENT AGENDA

Moved by Councilmember Beyer and seconded by Councilmember Wagner to approve the consent agenda. Motion Carried 5-0.

4.1 April 15, 2024, Minutes

4.2 Check Register for the Period Ending May 6, 2024.

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

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- 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 of Wastewater Operator Christopher Clark effective April 18, 2024
 - 4.11 Post Employment Health Care Savings Plan
 - 4.12 Separation Agreement and Waiver of Claims: Brandon Wisner
 - 4.13 Resolution 24-23 to Amend and Restate the City's Flexible Benefits Plan
 5. OPEN FORUM
No one appeared for Open Forum.
 6. PRESENTATIONS, AWARDS, AND RECOGNITION
 - 6.1 Introduction of New Employees
Recent hires, Police Department Receptionist Caroline Koch and Fire Department Administrative Assistant Kaitlyn Hennes were introduced to the City Council.
 7. PUBLIC HEARINGS
 - 7.1 Ordinance 24-11 Amendment: Compost Transfer Facility
Mr. Sandhoefner presented the staff report.

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

Moved by Councilmember Westgaard and seconded by Councilmember Wagner to adopt Ordinance 24-11. Motion 5-0

Moved by Councilmember Beyer and seconded by Councilmember Grupa to approve the

Compost Transfer Facility Policy. Motion Carried 5-0.

7.2 National Pollutant Discharge Elimination System (NPDES) Annual Report

Mr. Sandhoeffner presented the staff report.

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

8. GENERAL BUSINESS

8.1 Discuss Work Session Items

Mayor Dietz added a discussion regarding financing options for Fire Station I.

8.2 Police Chief Recruitment

Mr. Portner presented the staff report. He stated the Council could select an external person as an interim police chief or the two current police captains could handle the workload until the position is filled.

Mr. Portner recommended going to market to fill the position because it is city practice for all management positions. He noted that in the last police chief recruitment, the City Council chose to only consider internal candidates for the position. He stated internal candidates would be welcome to apply and that both captains would be viable candidates. He stated going to market for the position gets the internal candidates thinking about their vision and leadership enhancing self-awareness and increases their credibility internally.

Councilmember Wagner agreed on staying internal for the interim until the position is filled. Further, she didn't think it was necessary to recruit externally for a chief, feeling there were good viable options with current staff and the respect they have from their peers.

Councilmember Beyer questioned if there were laws on whether there needs to be a designated police chief in place at all times. Mr. Portner stated he would review the matter.

The City Council concurred with keeping the captains in charge while the city is seeking a candidate to fill the chief position.

Councilmember Beyer stated the position should be marketed externally, noting it's a different situation when you are hiring for a management team position. He discussed his experience with his current company and how he was the most qualified for a position but the company still had to go to market as it was the responsible thing to do for the stockholders.

Mayor Dietz and Councilmember Westgaard concurred with Councilmember Beyer. Councilmembers Beyer and Westgaard expressed concerns with recruitment costs getting too high.

Moved by Councilmember Westgaard and seconded by Councilmember Beyer to solicit quotes for the recruitment of a police chief. Motion 4-1. Councilmember Wagner opposed.

8.3 iBackCheck Lease Payment Default

Mr. Stremcha presented the staff report.

Mayor Diez stated that in today's age of technology people know when their bills are due to be paid and a company shouldn't have to tell someone they need to pay a bill. He said the excuses were no longer valid and it's time for the business to leave the facility.

Councilmember Westgaard noted attempts were made to assist the business in making the city whole with no effort made on their part. He would like to see the business succeed, but this is a business arrangement and the city has to have accountability. He questioned how the sublease is affected.

Mr. Stremcha stated the sublease would be terminated but the business would have an opportunity to reach out to the city to make an arrangement.

Mayor Dietz asked that the sublessor be given the first opportunity to lease directly with the city.

Moved by Councilmember Grupa and seconded by Councilmember Wagner to terminate the lease with full payment due immediately. Motion 5-0.

9. COUNCIL LIAISON UPDATES

9.1 Council Liaison Updates

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

10. MOTION TO ADJOURN REGULAR MEETING

Moved by Councilmember Grupa and seconded by Councilmember Beyer to adjourn the meeting.

The meeting adjourned at 7:10 p.m.

11. WORK SESSION – UPPER TOWN CONFERENCE ROOM

11.1 Concept Review: Rueter Walton - Proposed Apartments

Mr. Leeseberg presented the staff report.

Jared Ackmann, representing Reuter Walton Development, outlined the proposed apartment complex and stated it would be a workforce housing project that they would seek state funding to build. He stated there is a lack of housing stock making it difficult for young people to find affordable housing and his project would have restricted rent rates. He also commented that the amount of traffic generated by apartment buildings is generally lower than other commercial uses.

Mayor Dietz questioned the income level requirements. Mr. Ackmann stated, that for 2024, an individual can't make more than \$52,000 annually, noting the amount changes depending on the number of adults

in a unit.

Mayor Dietz opened this item up for public comment.

Ken Lueck, 11388 198th Avenue - is opposed to the project per the comments in his handout.

Joshua Stark 503 Whitegate Lane, Wayzata, stated he works for the adjacent Harley Davidson business and he is opposed to the project because it seems rushed and the area is already congested with traffic.

Mayor Dietz closed the public comments.

Councilmember Wagner agreed with the Planning Commissions consensus opposing the project. She stated it is a good project but a bad location because the city is at a shortage of space for highway commercial businesses and she would like the parcel to remain highway business zoning.

Councilmember Beyer stated it is a good project but not the right location or the right timing. He stated the current traffic levels create a prime location for a business to want to locate. He further noted the city is working on a housing study, has a lot of commitments for apartments being built currently, so we need the completed study to determine future needs.

Councilmember Grupa concurred. He further stated workforce housing is a new name for subsidized housing and he is not sure we need more of this type of housing.

Councilmember Westgaard stated he is not opposed to considering this parcel for a rezoning to allow an apartment building. He noted the parcel has been vacant for 30 years and if it is such a prime location, then why hasn't a commercial business built on it yet. He stated he does have concerns for density on this parcel and he would expect all city requirements to be met, including setbacks, fire access, and proof of parking. He stated there is a lot of traffic in the area but a permitted commercial use may not produce any less traffic. He stated an apartment complex would make sense in this location as a buffer between the commercial and residential areas. He stated whatever project happens on this parcel, the park trail access would still need to be maintained. He stated there is a shortage of housing statewide and a need for workforce housing that is affordable to all income levels; noting all businesses need employees at all income levels.

Mayor Dietz concurred with Council comments, noting this is a valuable commercial lot at a time when the city doesn't have a lot of commercial space. He warned the neighbors that a commercial business will generate a lot of traffic and that the new highway system makes the parcel more valuable. He further expressed that the apartment building is squeezing too much onto too small of a parcel.

The consensus of the City Council is they are not interested in this project at this location at this time.

11.2 Waco Street Signal Flashing Yellow Conversion

Mr. Sandhoefner presented the staff report.

The City Council felt this project was not a good use of money at this time and the city should wait until 2029 when the project was due to be completed by MnDOT.

11.3 Minnesota 2023 Public Safety Aid

Mr. Portner presented the report.

The City Council consensus directed the police and fire departments to divide the money evenly and come back to a future meeting for a recommendation on purchases.

12. MOTION TO ADJOURN WORK SESSION

Moved by Councilmember Wagner and seconded by Councilmember Beyer to adjourn the meeting.

The meeting adjourned at 8:14 p.m.

13. CLOSED MEETING - NATURE'S EDGE

City Council Present: Mayor Dietz, Councilmembers Grupa, Beyer, and Wagner.

City Council Absent: Councilmember Westgaard (due to conflict of interest)

Staff Present: City Administrator Cal Portner, Economic Development Director Brent O'Neil, City Clerk Tina Allard

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, 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."

Mayor Dietz read the statement on the agenda.

13.2 Motion Calling Closed Meeting

Mayor Dietz called the meeting to order at 8:20 p.m.

13.3 Hold Closed Meeting

The closed meeting was held.

14. MOTION TO ADJOURN CLOSED MEETING

Moved by Councilmember Beyer and seconded by Councilmember Grupa to adjourn the meeting.

The meeting adjourned 8:34 p.m.

Minutes prepared by Tina Allard



John J. Dietz, Mayor



Tina Allard, City Clerk

DRAFT



Request for Action

To
City Council

Item Number
4.3

Meeting Date
May 20, 2024

Prepared By
Amy Stangler, Accounting Clerk

Item Description
Check Register for the period ending May 20, 2024.

Reviewed by:
Lori Stich
Joe Stremcha
Cal Portner
Tina Allard

Action Requested
Approve, by motion, the check register for the period ending May 20, 2024.

Background/Discussion
Shown below is a listing of the disbursements for the various funds for the period ending May 20, 2024.
The details of these disbursements are attached to this request for action.

General	\$	111,570.28
Special Revenue, Debt Service & Capital Projects		107,613.26
Enterprise		308,388.34
Escrows		1,000.00
Total for All Funds	\$	528,571.88

Financial Impact
N/A

Mission/Policy/Goal
N/A

Attachments
I. 4.3 Check Register

The Elk River Vision

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

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
A T & T MOBILITY	WIRELESS SVCS	GENERAL FUND	City Council	37.98
	FIRSTNET WIRELESS SVCS	GENERAL FUND	Administrative Service	38.23
	FIRSTNET WIRELESS SVCS	GENERAL FUND	Information Technology	148.02
	FIRSTNET WIRELESS SVCS	GENERAL FUND	Building Maintenance	127.65
	FIRSTNET WIRELESS SVCS	GENERAL FUND	Police Administration	2,803.08
	WIRELESS SVCS	GENERAL FUND	Investigations	22.97
	WIRELESS SVCS	GENERAL FUND	Investigations	22.97
	FIRSTNET WIRELESS SVCS	GENERAL FUND	Fire Administration	554.89
	FIRSTNET WIRELESS SVCS	WASTEWATER TREATME	WWTS Administration	<u>44.71</u>
	TOTAL:			3,800.50
VANDE INC	RAISE SIDEWALKS AT LIBRARY PAVEMENT MANAGEMEN	General Improvements		<u>4,600.00</u>
	TOTAL:			4,600.00
KVC COMPANIES LLC	SUPPLIES	GENERAL FUND	Street Maintenance	<u>45.98</u>
	TOTAL:			45.98
AID ELECTRIC CORPORATION	ELECTRICAL SVCS	GENERAL FUND	Parks Dept	<u>1,214.00</u>
	TOTAL:			1,214.00
AMAZON CAPITAL SERVICES	SUPPLIES-HEALTH REWARDS	GENERAL FUND	Human Resources	97.78
	SUPPLIES-HEALTH REWARDS	GENERAL FUND	Human Resources	35.99
	SUPPLIES-HEALTH REWARDS	GENERAL FUND	Human Resources	115.04
	SUPPLIES	GENERAL FUND	Police Support Service	53.98
	SUPPLIES	GENERAL FUND	Police Support Service	39.79
	SUPPLIES	GENERAL FUND	Parks & Rec Admin	63.43
	SUPPLIES	GENERAL FUND	Parks & Rec Admin	47.99
	SUPPLIES	GENERAL FUND	Recreation Programs	94.96
	SUPPLIES	MULTIPURPOSE FACIL	Multipurpose Facility	78.95
	SUPPLIES	MULTIPURPOSE FACIL	Arena concessions	26.54
	SUPPLIES	MULTIPURPOSE FACIL	Arena concessions	142.10
	SUPPLIES	WASTEWATER TREATME	WWTS Plant	36.89
	SUPPLIES	LIQUOR	Northbound-Operations	<u>74.95</u>
	TOTAL:			908.39
AMERICAN PRESSURE, INC	SUPPLIES	GENERAL FUND	Parks Dept	<u>164.38</u>
	TOTAL:			164.38
AMERICAN BUSINESS FORMS INC.	MAGNETS	GENERAL FUND	Parks & Rec Admin	<u>535.00</u>
	TOTAL:			535.00
DARLENE ANDERSON	FARMERS MKT MAR-MAY	GENERAL FUND	Farmers Market	<u>25.00</u>
	TOTAL:			25.00
ARTISAN BEER COMPANY	BEER	LIQUOR	Northbound-Cost of Sal	33.85
	THC PRODUCTS	LIQUOR	Northbound-Cost of Sal	890.95
	BEER CREDIT	LIQUOR	Northbound-Cost of Sal	24.40-
	BEER	LIQUOR	Westbound-Cost of Sale	158.50
	BEER	LIQUOR	Westbound-Cost of Sale	<u>794.00</u>
	TOTAL:			1,852.90
ARVIG	PHONE SVCS-WW	WASTEWATER TREATME	WWTS Administration	<u>62.69</u>
	TOTAL:			62.69
ASPEN MILLS	UNIFORMS-BENDEL	GENERAL FUND	Patrol	99.98
	UNIFORMS-BENDEL	GENERAL FUND	Patrol	816.93

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	UNIFORMS-O'KONEK	GENERAL FUND	Patrol	210.00
	UNIFORMS-CORRIER	GENERAL FUND	Patrol	4.00
	UNIFORMS-SUCHY	GENERAL FUND	Investigations	111.84
	UNIFORMS-KOCH	GENERAL FUND	Police Support Service	<u>335.02</u>
			TOTAL:	1,577.77
JOE AUDETTE	REIMB MILEAGE 4/20-23 MMBA LIQUOR		Northbound-Operations	73.70
	REIMB MILEAGE 4/20-23 MMBA LIQUOR		Westbound-Operations	<u>73.70</u>
			TOTAL:	147.40
SUZANNE OLSON	FARMERS MKT MAR-MAY	GENERAL FUND	Farmers Market	<u>145.00</u>
			TOTAL:	145.00
BATTERIES PLUS BULBS	PARTS	GENERAL FUND	Fire Operations	103.35
	SUPPLIES	GENERAL FUND	Emergency Management	831.80
	SUPPLIES	GENERAL FUND	Parks Dept	<u>31.90</u>
			TOTAL:	967.05
BEE SWEET HONEY	FARMERS MKT MAR-MAY	GENERAL FUND	Farmers Market	<u>75.00</u>
			TOTAL:	75.00
BELLBOY CORP BAR SUPPLY	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	176.00
	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	6.83
	POP/MISC/FREIGHT	LIQUOR	Westbound-Cost of Sale	66.80
	POP/MISC/FREIGHT	LIQUOR	Westbound-Cost of Sale	<u>6.33</u>
			TOTAL:	255.96
BELLBOY CORPORATION	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	388.00
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	13.50
	LIQUOR CREDIT	LIQUOR	Northbound-Cost of Sal	85.50-
	LIQUOR	LIQUOR	Northbound-Cost of Sal	119.96
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	505.00
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	13.50
	LIQUOR CREDIT	LIQUOR	Westbound-Cost of Sale	154.48-
	LIQUOR	LIQUOR	Westbound-Cost of Sale	<u>239.92</u>
			TOTAL:	1,039.90
BERNICK'S	POP/MISC	LIQUOR	Northbound-Cost of Sal	148.80
	BEER	LIQUOR	Northbound-Cost of Sal	6,672.55
	POP/MISC	LIQUOR	Northbound-Cost of Sal	170.40
	THC PRODUCTS	LIQUOR	Northbound-Cost of Sal	88.00
	BEER	LIQUOR	Northbound-Cost of Sal	4,837.70
	BEER CREDIT	LIQUOR	Northbound-Cost of Sal	11.40-
	POP/MISC	LIQUOR	Westbound-Cost of Sale	66.40
	BEER	LIQUOR	Westbound-Cost of Sale	1,101.10
	BEER CREDIT	LIQUOR	Westbound-Cost of Sale	92.31-
	POP/MISC	LIQUOR	Westbound-Cost of Sale	84.16
	BEER	LIQUOR	Westbound-Cost of Sale	3,379.80
	BEER CREDIT	LIQUOR	Westbound-Cost of Sale	<u>102.40-</u>
			TOTAL:	16,342.80
BERRY COFFEE COMPANY	SUPPLIES	GENERAL FUND	Building Maintenance	73.00
	SUPPLIES	GENERAL FUND	Public safety building	226.73
	SUPPLIES	GENERAL FUND	Street Maintenance	<u>55.11</u>
			TOTAL:	354.84

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
BLACKHAWK PEST CONTROL, LLC	PEST CONTROL-CITY HALL	GENERAL FUND	Building Maintenance	125.00
	PEST CONTROL-PBL SAFETY	GENERAL FUND	Public safety building	130.00
	PEST CONTROL-FS 1	GENERAL FUND	Fire Administration	52.50
	PEST CONTROL-LIBRARY	LIBRARY	Library	<u>82.50</u>
			TOTAL:	390.00
BLAINE BROTHERS MAINTENANCE, INC.	ENGINE 2 #416 REPAIRS	GENERAL FUND	Fire Operations	<u>629.85</u>
			TOTAL:	629.85
BLAINE LOCK & SAFE, INC	INSTALL DOOR CLOSER	GENERAL FUND	Street Maintenance	<u>1,002.50</u>
			TOTAL:	1,002.50
BREMMICK LLC	BEER	LIQUOR	Northbound-Cost of Sal	<u>367.00</u>
			TOTAL:	367.00
BOURGET IMPORTS LLC	POP/MISC/WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	150.00
	POP/MISC/WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	112.00
	POP/MISC/WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	<u>13.50</u>
			TOTAL:	275.50
BREAKTHRU BEVERAGE MINNESOTA	LIQUOR	LIQUOR	Northbound-Cost of Sal	3,499.70
	POP/MISC	LIQUOR	Northbound-Cost of Sal	130.07
	WINE	LIQUOR	Northbound-Cost of Sal	104.00
	WINE	LIQUOR	Northbound-Cost of Sal	432.00
	POP/MISC	LIQUOR	Northbound-Cost of Sal	39.96
	LIQUOR	LIQUOR	Northbound-Cost of Sal	761.50
	POP/MISC CREDIT	LIQUOR	Northbound-Cost of Sal	30.11-
	LIQUOR CREDIT	LIQUOR	Northbound-Cost of Sal	320.00-
	LIQUOR CREDIT	LIQUOR	Northbound-Cost of Sal	137.00-
	LIQUOR	LIQUOR	Westbound-Cost of Sale	2,664.70
	POP/MISC	LIQUOR	Westbound-Cost of Sale	39.96
	WINE	LIQUOR	Westbound-Cost of Sale	176.00
	POP/MISC	LIQUOR	Westbound-Cost of Sale	39.96
	LIQUOR	LIQUOR	Westbound-Cost of Sale	<u>460.10</u>
			TOTAL:	7,860.84
TARA A BRUESKE	ENTERTAINMENT 5/31/24	GENERAL FUND	Sr Citizen Programs	<u>425.00</u>
			TOTAL:	425.00
C & L DISTRIBUTING CO	BEER CREDIT	LIQUOR	Northbound-Cost of Sal	210.25-
	LIQUOR CREDIT	LIQUOR	Northbound-Cost of Sal	9.00-
	BEER CREDIT	LIQUOR	Northbound-Cost of Sal	18.25-
	THC PRODUCTS CREDIT	LIQUOR	Northbound-Cost of Sal	64.00-
	BEER	LIQUOR	Northbound-Cost of Sal	9,329.30
	WINE	LIQUOR	Northbound-Cost of Sal	483.60
	BEER	LIQUOR	Northbound-Cost of Sal	7,702.60
	WINE	LIQUOR	Northbound-Cost of Sal	100.80
	BEER	LIQUOR	Northbound-Cost of Sal	6,396.55
	THC PRODUCTS	LIQUOR	Northbound-Cost of Sal	345.00
	WINE	LIQUOR	Northbound-Cost of Sal	253.80
	BEER	LIQUOR	Northbound-Cost of Sal	5,288.30
	BEER CREDIT	LIQUOR	Northbound-Cost of Sal	24.23-
	BEER CREDIT	LIQUOR	Northbound-Cost of Sal	<u>43.58-</u>
			TOTAL:	29,530.64
C & L DISTRIBUTING CO	BEER CREDIT	LIQUOR	Westbound-Cost of Sale	84.06-

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	BEER CREDIT	LIQUOR	Westbound-Cost of Sale	20.24-
	BEER	LIQUOR	Westbound-Cost of Sale	4,779.55
	WINE/LIQUOR	LIQUOR	Westbound-Cost of Sale	67.20
	WINE/LIQUOR	LIQUOR	Westbound-Cost of Sale	92.80
	BEER	LIQUOR	Westbound-Cost of Sale	<u>10,031.35</u>
			TOTAL:	14,866.60
CAMPBELL KNUTSON P.A.	APR LEGAL SVCS-HERITAGE TI	DEVELOPMENT FUND	Economic Development	<u>72.00</u>
			TOTAL:	72.00
CARROT-TOP INDUSTRIES INC	SUPPLIES	GENERAL FUND	Building Maintenance	225.41
	SUPPLIES	GENERAL FUND	Public safety building	225.41
	SUPPLIES	GENERAL FUND	Fire Administration	<u>293.32</u>
			TOTAL:	744.14
CENTERPOINT ENERGY	NATURAL GAS	GENERAL FUND	Building Maintenance	1,558.58
	NATURAL GAS	GENERAL FUND	Public safety building	1,403.13
	NATURAL GAS	GENERAL FUND	Fire Administration	591.23
	NATURAL GAS	GENERAL FUND	Fire Administration	806.32
	NATURAL GAS	GENERAL FUND	Street Maintenance	1,049.76
	NATURAL GAS	LIBRARY	Library	22.77
	NATURAL GAS	MULTIPURPOSE FACIL	Multipurpose Facility	5,035.10
	NATURAL GAS	WASTEWATER TREATME	WWTS Plant	124.10
	NATURAL GAS	WASTEWATER TREATME	Lift Stations	30.70
	NATURAL GAS	WASTEWATER TREATME	Lift Stations	283.01
	NATURAL GAS	WASTEWATER TREATME	Lift Stations	21.10
	NATURAL GAS	LIQUOR	Northbound-Operations	547.84
	NATURAL GAS	LIQUOR	Westbound-Operations	<u>262.05</u>
			TOTAL:	11,735.69
CHARTER COMMUNICATIONS	PHONE LINE CHGS	GENERAL FUND	Building Maintenance	29.99
	PHONE LINE CHGS	GENERAL FUND	Public safety building	59.98
	PHONE LINES-FIRE ALARM	GENERAL FUND	Street Maintenance	79.98
	PHONE LINE CHGS	GENERAL FUND	Parks Dept	29.99
	PHONE LINE CHGS	GENERAL FUND	Parks Dept	<u>29.99</u>
			TOTAL:	229.93
CHARTER COMMUNICATIONS	PHONE LINE CHGS & INTERNET	GENERAL FUND	Information Technology	186.13
	PHONE LINE CHGS & INTERNET	GENERAL FUND	Building Maintenance	39.99
	PHONE LINE CHGS & INTERNET	GENERAL FUND	Police Administration	43.85
	PHONE LINE CHGS & INTERNET	GENERAL FUND	Public safety building	39.99
	PHONE LINE CHGS & INTERNET	GENERAL FUND	Fire Administration	<u>323.52</u>
			TOTAL:	633.48
CHRISSY SIERRA	FARMERS MKT MAR-MAY	GENERAL FUND	Farmers Market	<u>25.00</u>
			TOTAL:	25.00
CHRONICLES IN HEALTH	CLASS-HEARTBURN/ACID REFLU	GENERAL FUND	Sr Citizen Programs	<u>50.00</u>
			TOTAL:	50.00
CINTAS CORPORATION LOC 470	UNIFORMS RENTAL/CLEANING	WASTEWATER TREATME	WWTS Plant	156.41
	UNIFORMS RENTAL/CLEANING	WASTEWATER TREATME	WWTS Plant	123.20
	MATS, TOWELS, SCRAPERS, MO	LIQUOR	Northbound-Operations	42.60
	MATS, TOWELS, SCRAPERS, MO	LIQUOR	Northbound-Operations	51.50
	MATS, TOWELS, SCRAPERS, MO	LIQUOR	Westbound-Operations	46.18
	MATS, TOWELS, SCRAPERS, MO	LIQUOR	Westbound-Operations	54.97

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	474.86
MOLLY DROSSEL	FARMERS MKT MAR-MAY	GENERAL FUND	Farmers Market	20.00
			TOTAL:	20.00
COLLINS BROTHERS TOWING	TRANSPORT SHED-PT COMPLEX	GENERAL FUND	Parks Dept	150.00
			TOTAL:	150.00
SUSAN D COLLINS	INSTRUCTOR FEE 5/15	GENERAL FUND	Sr Citizen Programs	140.00
			TOTAL:	140.00
COMMISSIONER OF TRANSPORTATION	BAL OWED-SIGNS-FURN. & THI GRE RESERVE		General	627.00
			TOTAL:	627.00
CONNECTWISE LLC	SIEM SUBSCRIPTION-MAY	GENERAL FUND	Information Technology	217.62
	SIEM APPLIANCE MAINT-MAY	GENERAL FUND	Information Technology	59.18
			TOTAL:	276.80
CORNERSTONE AUTO	VEHICLE REPAIRS #602	GENERAL FUND	Patrol	299.63
	ALIGNMENT SVCS #612	GENERAL FUND	Patrol	119.95
			TOTAL:	419.58
CULLIGAN	DEIONIZATION RENTAL SVC	WASTEWATER TREATME	WWTS Plant	40.15
	DEIONIZATION RENTAL SVC	WASTEWATER TREATME	WWTS Plant	19.50
			TOTAL:	59.65
CULLIGAN BOTTLED WATER	SUPPLIES	WASTEWATER TREATME	WWTS Plant	62.60
			TOTAL:	62.60
CUMMINS SALES & SERVICE	INSPECTION-GEN 221ST LIFT	WASTEWATER TREATME	Lift Stations	304.78
			TOTAL:	304.78
DACOTAH PAPER CO	SUPPLIES	GENERAL FUND	Parks Dept	23.19
	SUPPLIES	GENERAL FUND	Parks Dept	286.70
	SUPPLIES	GENERAL FUND	Sr Citizen Programs	78.29
	SUPPLIES	LIBRARY	Library	452.22
	SUPPLIES	MULTIPURPOSE FACIL	Multipurpose Facility	347.55
			TOTAL:	1,187.95
DAHLHEIMER BEVERAGE, LLC	THC PRODUCTS CREDIT	LIQUOR	Northbound-Cost of Sal	15.00-
	BEER	LIQUOR	Northbound-Cost of Sal	20,534.35
	BEER	LIQUOR	Northbound-Cost of Sal	57.00
	BEER	LIQUOR	Northbound-Cost of Sal	15,708.37
	BEER	LIQUOR	Northbound-Cost of Sal	8,145.60
	BEER	LIQUOR	Northbound-Cost of Sal	18,957.80
			TOTAL:	63,388.12
DAHLHEIMER BEVERAGE, LLC	BEER	LIQUOR	Westbound-Cost of Sale	99.00
	BEER	LIQUOR	Westbound-Cost of Sale	13,640.90
	BEER CREDIT	LIQUOR	Westbound-Cost of Sale	20.00-
	BEER	LIQUOR	Westbound-Cost of Sale	4,511.60
	BEER CREDIT	LIQUOR	Westbound-Cost of Sale	89.60-
	LIQUOR/BEER	LIQUOR	Westbound-Cost of Sale	144.00
	LIQUOR/BEER	LIQUOR	Westbound-Cost of Sale	9,073.85
	BEER CREDIT	LIQUOR	Westbound-Cost of Sale	25.60-
			TOTAL:	27,334.15

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MARILYN L DIRKSWAGER	STORYTIME W/CRAFT-MAY	LIBRARY	Library	225.00
	STORYTIME W/CRAFT-MAR & AP	LIBRARY	Library	75.00
	STORYTIME W/CRAFT-MAR & AP	LIBRARY	Library	<u>150.00</u>
			TOTAL:	450.00
E C M PUBLISHERS INC	CANDIDATE FILINGS	GENERAL FUND	City Council	71.60
	HAZARDOUS BLDG-19176 KENT	GENERAL FUND	Planning	1,479.20
	CONTROL OF NOXIOUS WEEDS	GENERAL FUND	Environmental	206.40
	EMPLOYMENT ADV-ENGINEER 1	GENERAL FUND	Engineering	53.40
	SPRING MAKERS MARKET ADV	MULTIPURPOSE FACIL	Multipurpose Facility	<u>310.00</u>
			TOTAL:	2,120.60
ELK RIVER MUNICIPAL UTILITIES	WATER/ELECTRIC	GENERAL FUND	Public safety building	64.25
	WATER/ELECTRIC	GENERAL FUND	Emergency Management	133.14
	WATER/ELECTRIC	GENERAL FUND	Parks Dept	4,165.17
	WATER/ELECTRIC	GENERAL FUND	Parks Dept	32.50
	WATER/ELECTRIC	WASTEWATER TREATME	Lift Stations	<u>1,551.61</u>
			TOTAL:	5,946.67
ELK RIVER WINLECTRIC	SUPPLIES	GENERAL FUND	Building Maintenance	123.96
	REPAIRS/PARTS-PT COMPLEX	GENERAL FUND	Parks Dept	296.48
	HEATERS-BARN	GOVT BUILDINGS	Recreation	775.54
	HEATERS-BARN	GOVT BUILDINGS	Recreation	1,170.00
	SUPPLIES	LIQUOR	Northbound-Operations	<u>159.98</u>
			TOTAL:	2,525.96
FACTORY MOTOR PARTS CO	PARTS	GENERAL FUND	Patrol	117.04
	PARTS	GENERAL FUND	Patrol	119.45
	PARTS	GENERAL FUND	Patrol	85.90
	PARTS	GENERAL FUND	Patrol	<u>152.20</u>
			TOTAL:	474.59
FASTENAL COMPANY	SUPPLIES	GENERAL FUND	Street Maintenance	1,577.53
	SUPPLIES	GENERAL FUND	Parks Dept	<u>1,517.39</u>
			TOTAL:	3,094.92
DANIELLE FAULHABER	TRANSCRIPTION SVCS	GENERAL FUND	Police Support Service	<u>561.46</u>
			TOTAL:	561.46
FERRIS FAMILY FARM LLC	FARMERS MKT MAR-MAY	GENERAL FUND	Farmers Market	<u>20.00</u>
			TOTAL:	20.00
TAWNENE FIELDS-BENNETT	SHELTER REFUND	GENERAL FUND	General Fund	<u>37.76</u>
			TOTAL:	37.76
G F O A	MEMBERSHIP #300276823 JOE	GENERAL FUND	Finance	<u>150.00</u>
			TOTAL:	150.00
KRISTINE GALLIGHER	REIMB SUPPLIES-RETIRE PART	GENERAL FUND	Street Maintenance	<u>156.59</u>
			TOTAL:	156.59
GERTENS	SUPPLIES	GENERAL FUND	Parks Dept	<u>35.99</u>
			TOTAL:	35.99
GOODIN COMPANY	SUPPLIES	GENERAL FUND	Parks Dept	<u>2,778.68</u>
			TOTAL:	2,778.68

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
GOPHER STATE ONE-CALL INC	LOCATION CALLS	WASTEWATER TREATME	WWTS Plant	<u>504.90</u>
			TOTAL:	504.90
GRAINGER	SUPPLIES	GENERAL FUND	Building Maintenance	27.46
	SUPPLIES	GENERAL FUND	Building Maintenance	50.81
	SUPPLIES	GENERAL FUND	Public safety building	286.63
	SUPPLIES	WASTEWATER TREATME	WWTS Plant	<u>661.80</u>
			TOTAL:	1,026.70
GRANITE CITY JOBBING CO	POP/MISC/THC/FREIGHT	LIQUOR	Northbound-Cost of Sal	853.70
	POP/MISC/THC/FREIGHT	LIQUOR	Northbound-Cost of Sal	36.00
	POP/MISC/THC/FREIGHT	LIQUOR	Northbound-Cost of Sal	5.00
	THC PRODUCTS CREDIT	LIQUOR	Westbound-Cost of Sale	69.32-
	POP/MISC/FREIGHT	LIQUOR	Westbound-Cost of Sale	545.30
	POP/MISC/FREIGHT	LIQUOR	Westbound-Cost of Sale	5.00
	THC PRODUCTS CREDIT	LIQUOR	Westbound-Cost of Sale	7.00-
	POP/MISC/SUPPLIES/FREIGHT	LIQUOR	Westbound-Cost of Sale	902.98
	POP/MISC/SUPPLIES/FREIGHT	LIQUOR	Westbound-Cost of Sale	5.00
	POP/MISC/SUPPLIES/FREIGHT	LIQUOR	Westbound-Operations	<u>119.20</u>
			TOTAL:	2,395.86
BRENDA GUSTAFSON	REIMB MILEAGE 4/20-23 MMBA	LIQUOR	Westbound-Operations	<u>136.68</u>
			TOTAL:	136.68
HEATHER JENSON	FARMERS MKT MAR-MAY	GENERAL FUND	Farmers Market	<u>30.00</u>
			TOTAL:	30.00
MULTI SERVICE TECHNOLOGY SOLUTIONS INC	SUPPLIES	WASTEWATER TREATME	WWTS Plant	<u>408.38</u>
			TOTAL:	408.38
HAWKINS & BAUMGARTNER, P.A.	APR PROSECUTION SVCS	GENERAL FUND	Legal	<u>17,660.31</u>
			TOTAL:	17,660.31
HAWKINS, INC.	SULFUR DIOXIDE & CHLORINE	WASTEWATER TREATME	WWTS Plant	<u>1,783.75</u>
			TOTAL:	1,783.75
SHANE E HENDRICKS	FARMERS MKT MAR-MAY	GENERAL FUND	Farmers Market	<u>5.00</u>
			TOTAL:	5.00
HILLER COMMERCIAL FLOORS	FLOOR REPAIRS-LIBRARY	LIBRARY	Library	<u>5,103.58</u>
			TOTAL:	5,103.58
HOME DEPOT CREDIT SERVICES	SUPPLIES	GENERAL FUND	Parks Dept	145.76
	SUPPLIES	GENERAL FUND	Parks Dept	150.56
	SUPPLIES	MULTIPURPOSE FACIL	Multipurpose Facility	14.98
	SUPPLIES	WASTEWATER TREATME	WWTS Plant	<u>178.97</u>
			TOTAL:	490.27
HUBBARD ELECTRIC	ELECTRICAL SVCS-SPLASH PAD	GENERAL FUND	Parks Dept	780.66
	ELECTRICAL SVCS-SKATE PARK	GENERAL FUND	Parks Dept	165.19
	ELECTRICAL SVCS-TUNNEL LIG	GENERAL FUND	Parks Dept	<u>718.10</u>
			TOTAL:	1,663.95
STEPHANIE DOLLANSKY	FARMERS MKT MAR-MAY	GENERAL FUND	Farmers Market	<u>60.00</u>
			TOTAL:	60.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
IMAGETREND INC	BASE CONTINUUM, GEOCODING	GENERAL FUND	Fire Administration	1,485.75
	CAD DISTRIBUTION	GENERAL FUND	Fire Administration	<u>3,675.00</u>
			TOTAL:	5,160.75
INTELLIGENT DESIGN CORP	REFUND PERMIT RB23-000662	GENERAL FUND	General Fund	<u>125.00</u>
			TOTAL:	125.00
STUART C. IRBY CO.	SUPPLIES	WASTEWATER TREATME	WWTS Plant	<u>93.94</u>
			TOTAL:	93.94
ISD 728-COMMUNITY EDUCATION	GYM RENTAL & BLDG SUPERVIS	GENERAL FUND	Recreation Programs	266.00
	GYM RENTAL & BLDG SUPERVIS	GENERAL FUND	Recreation Programs	228.00
	GYM RENTAL & BLDG SUPERVIS	GENERAL FUND	Recreation Programs	<u>228.00</u>
			TOTAL:	722.00
JIM'S MILLE LACS DISPOSAL INC	SPRING CLEAN-UP DAY 4/27/2	LANDFILL	General	<u>4,125.00</u>
			TOTAL:	4,125.00
JOHNSON BROS LIQUOR	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	3,640.48
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	55.04
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	7,417.70
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	127.28
	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	95.90
	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	3.44
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	12,537.25
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	72.53
	LIQUOR CREDIT	LIQUOR	Northbound-Cost of Sal	97.00-
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	1,677.32
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	27.52
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	2,962.47
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	106.64
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	403.70
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	5.16
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	5,022.99
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	46.44
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	3,799.57
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	60.49
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	160.00
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	5.16
	POP/MISC/FREIGHT	LIQUOR	Westbound-Cost of Sale	135.00
	POP/MISC/FREIGHT	LIQUOR	Westbound-Cost of Sale	<u>1.72</u>
			TOTAL:	38,266.80
KAREN JOHNSON	TRIP REFUND	GENERAL FUND	General Fund	<u>87.00</u>
			TOTAL:	87.00
NICHOLAS P KERZMAN JR	HVAC SVCS - TROTT BROOK BA	GOVT BUILDINGS	Recreation	<u>5,545.00</u>
			TOTAL:	5,545.00
KRISS PREMIUM PRODUCTS, INC	WATER TREATMENT CHEMICALS	MULTIPURPOSE FACIL	Multipurpose Facility	<u>268.00</u>
			TOTAL:	268.00
LEAGUE OF MN CITIES INS TRUST	WORKMAN COMP CLAIMS	INSURANCE RESERVE	General	5,969.92
	WORKMAN COMP CLAIMS	INSURANCE RESERVE	General	2,924.85
	WORKMAN COMP CLAIMS	INSURANCE RESERVE	General	<u>448.35</u>
			TOTAL:	9,343.12

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ALRICK RACE	FARMERS MKT MAR-MAY	GENERAL FUND	Farmers Market	<u>10.00</u>
			TOTAL:	10.00
M R P A	EMPLOYMENT ADV-REC MGR	GENERAL FUND	Parks & Rec Admin	<u>175.00</u>
			TOTAL:	175.00
M T I DISTRIBUTING INC	PARTS	GENERAL FUND	Parks Dept	485.56
	PARTS	GENERAL FUND	Parks Dept	169.94
	PARTS	GENERAL FUND	Parks Dept	<u>814.19</u>
			TOTAL:	1,469.69
M-R SIGN CO., INC	SIGN SUPPLIES	GENERAL FUND	Street Maintenance	<u>4,611.02</u>
			TOTAL:	4,611.02
MAPLE GROVE NBC, LLC	FARMERS MKT MAR-MAY	GENERAL FUND	Farmers Market	<u>50.00</u>
			TOTAL:	50.00
MARCO HOLDINGS LLC	DUO TOKEN	GENERAL FUND	Information Technology	10.00
	CISCO DUO ACCESS SUBSCRIPT	GENERAL FUND	Information Technology	<u>1,362.00</u>
			TOTAL:	1,372.00
MARINE DOCK & LIFT	DOCK INSTALL	GENERAL FUND	Parks Dept	<u>2,400.00</u>
			TOTAL:	2,400.00
MARTIN MARIETTA MATERIALS	SUPPLIES	GENERAL FUND	Street Maintenance	<u>247.56</u>
			TOTAL:	247.56
MENARDS - ELK RIVER	SUPPLIES/PARTS	GENERAL FUND	Building Maintenance	542.35
	SUPPLIES/PARTS	GENERAL FUND	Police Support Service	19.50
	SUPPLIES/PARTS	GENERAL FUND	Public safety building	35.62
	SUPPLIES/PARTS	GENERAL FUND	Fire Administration	52.51
	SUPPLIES/PARTS	GENERAL FUND	Street Maintenance	69.40
	SUPPLIES/PARTS	GENERAL FUND	Parks Dept	1,349.29
	SUPPLIES/PARTS	GENERAL FUND	Parks Dept	39.99
	SUPPLIES/PARTS	GENERAL FUND	Recreation Programs	11.45
	SUPPLIES/PARTS	MULTIPURPOSE FACIL	Multipurpose Facility	577.93
	SUPPLIES/PARTS	MULTIPURPOSE FACIL	Arena concessions	12.57
	SUPPLIES/PARTS	LANDFILL	General	40.26
	SUPPLIES/PARTS	GOVT BUILDINGS	Recreation	3,304.21
	SUPPLIES/PARTS	WASTEWATER TREATME	WWTS Plant	<u>2,502.04</u>
			TOTAL:	8,557.12
MINNESOTA AG POWER INC	PARTS	GENERAL FUND	Street Maintenance	<u>256.44</u>
			TOTAL:	256.44
MIDWEST MECHANICAL SOLUTIONS INC	SUPPLIES	LIBRARY	Library	<u>2,298.93</u>
			TOTAL:	2,298.93
MN DEPT OF LABOR & INDUSTRY	BP SURCHARGE - APR	GENERAL FUND	General Fund	1,529.88
	BOILER 132535	GENERAL FUND	Public safety building	<u>10.00</u>
			TOTAL:	1,539.88
MN TACTICAL OFFICERS ASSOC	TRAINING 09/29-10/2	GENERAL FUND	Patrol	<u>2,700.00</u>
			TOTAL:	2,700.00
RANDY H MOHS JR	SEC SEMI/FINAL GAMES FEB 2	MULTIPURPOSE FACIL	Multipurpose Facility	400.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	400.00
SUSAN MONTAGUE	INSTRUCTOR FEE-APR	GENERAL FUND	Sr Citizen Programs	150.00
			TOTAL:	150.00
CIERRA MOORE	FARMERS MKT MAR-MAY	GENERAL FUND	Farmers Market	25.00
			TOTAL:	25.00
MR CUTTING EDGE	ICE SCRAPER BLADE SHARPEN	MULTIPURPOSE FACIL	Multipurpose Facility	93.00
			TOTAL:	93.00
WMN VALLEY TESTING LAB INC	WATER TESTING	WASTEWATER TREATME	WWTS Plant	457.00
			TOTAL:	457.00
N A P A OF ELK RIVER, INC	SUPPLIES	WASTEWATER TREATME	WWTS Plant	13.90
			TOTAL:	13.90
N C S I	BACKGROUND CHECKS	GENERAL FUND	Parks Dept	37.00
	BACKGROUND CHECKS	GENERAL FUND	Recreation Programs	92.50
			TOTAL:	129.50
NORTHDALE CONSTRUCTION CO, INC	ROLLING HILLS SEWER EXT	PAVEMENT MANAGEMEN	Street Improvements	49,756.22
			TOTAL:	49,756.22
NATALIA OBUHOV	FARMERS MKT MAR-MAY	GENERAL FUND	Farmers Market	5.00
			TOTAL:	5.00
ODP BUSINESS SOLUTIONS, LLC	SUPPLIES	GENERAL FUND	Police Support Service	125.81
			TOTAL:	125.81
OFFICE OF MNIT SERVICES	INTERNET (WAN) SVCS	GENERAL FUND	Information Technology	191.00
			TOTAL:	191.00
OMANN BROS INC	AC FINES MIX	GENERAL FUND	Street Maintenance	135.90
	AC FINES MIX	GENERAL FUND	Street Maintenance	135.00
			TOTAL:	270.90
O'REILLY AUTOMOTIVE, INC	PARTS/SUPPLIES	GENERAL FUND	Patrol	115.67
	PARTS/SUPPLIES	GENERAL FUND	Fire Operations	30.37-
	PARTS/SUPPLIES	GENERAL FUND	Street Maintenance	360.85
	PARTS/SUPPLIES	GENERAL FUND	Equipment Services	59.99
	PARTS/SUPPLIES	GENERAL FUND	Equipment Services	29.85
	PARTS/SUPPLIES	GENERAL FUND	Parks Dept	93.40
	PARTS/SUPPLIES	GENERAL FUND	Parks Dept	113.04
			TOTAL:	742.43
OXYGEN SERVICE CO, INC	CYLINDER RENTAL	GENERAL FUND	Equipment Services	163.31
	PROPANE	GENERAL FUND	Equipment Services	298.65
			TOTAL:	461.96
PAUSTIS WINE COMPANY	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	199.00
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	8.00
	WINE/FREIGHT CREDIT	LIQUOR	Northbound-Cost of Sal	100.00-
	WINE/FREIGHT CREDIT	LIQUOR	Northbound-Cost of Sal	1.50-
	LIQUOR/WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	222.00
	LIQUOR/WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	1,660.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	LIQUOR/WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	24.00
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	298.60
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	<u>10.00</u>
			TOTAL:	2,320.10
PHILLIPS WINE & SPIRITS CO	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	3,375.27
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	70.52
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	1,064.85
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	36.12
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	315.30
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	6.03
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	1,220.00
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	43.00
	POP/MISC/FREIGHT	LIQUOR	Westbound-Cost of Sale	131.00
	POP/MISC/FREIGHT	LIQUOR	Westbound-Cost of Sale	3.44
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	1,303.03
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	34.41
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	537.70
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	12.04
	WINE/POP/MISC/FREIGHT	LIQUOR	Westbound-Cost of Sale	107.53
	WINE/POP/MISC/FREIGHT	LIQUOR	Westbound-Cost of Sale	168.00
	WINE/POP/MISC/FREIGHT	LIQUOR	Westbound-Cost of Sale	<u>7.17</u>
			TOTAL:	8,435.41
PITNEY BOWES GLOBAL FINANCIAL SVCS LLC	LEASE 3/28/24-06/27/24	GENERAL FUND	Administrative Service	<u>433.05</u>
			TOTAL:	433.05
PLAISTED COMPANIES INC	SAND & BALL DIAMOND AGG	GENERAL FUND	Parks Dept	<u>243.92</u>
			TOTAL:	243.92
JOSIAH CHRISTENSEN	FARMERS MKT MAR-MAY	GENERAL FUND	Farmers Market	<u>25.00</u>
			TOTAL:	25.00
CAL PORTNER	REIMB MCMA CONF LODGING	GENERAL FUND	Administrative Service	<u>399.46</u>
			TOTAL:	399.46
POSTMASTER	BULK MAIL PERMIT 120	GENERAL FUND	Sr Citizen Programs	<u>320.00</u>
			TOTAL:	320.00
JONATHAN HOPKINS	FARMERS MKT MAR-MAY	GENERAL FUND	Farmers Market	<u>325.00</u>
			TOTAL:	325.00
PRECISE MRM LLC	5MB FLAT DATA PLAN	GENERAL FUND	Snow Removal	<u>475.00</u>
			TOTAL:	475.00
PREFERRED POWDER COATING	AED STAND - PT COMPLEX	GENERAL FUND	Parks Dept	<u>300.00</u>
			TOTAL:	300.00
PRO-TEC DESIGN, INC	MOBILE CREDENTIALS	GENERAL FUND	Information Technology	<u>388.00</u>
			TOTAL:	388.00
QUALITY FLOW SYSTEMS INC	HILLSIDE LS REPAIRS	WASTEWATER TREATME	Lift Stations	<u>4,500.00</u>
			TOTAL:	4,500.00
QUICKSCORES LLC	WEBSITE SVCS - MENS SOFTBA	GENERAL FUND	Recreation Programs	<u>91.00</u>
			TOTAL:	91.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
RALPHIE'S MINNOCO	FUEL 3/9/24 FIRE	GENERAL FUND	Fire Operations	<u>8.32</u>
			TOTAL:	8.32
RECYCLE TECHNOLOGIES	CLEAN UP DAY	LANDFILL	General	<u>260.54</u>
			TOTAL:	260.54
RED BULL DISTRIBUTION COMPANY	RED BULL	LIQUOR	Northbound-Cost of Sal	475.93
	RED BULL	LIQUOR	Westbound-Cost of Sale	<u>247.34</u>
			TOTAL:	723.27
REINDERS	SUPPLIES	GENERAL FUND	Parks Dept	<u>1,116.50</u>
			TOTAL:	1,116.50
REPUBLIC SERVICES #899	APR COMM GARBAGE SVC	GENERAL FUND	Building Maintenance	137.55
	APR COMM GARBAGE SVC	GENERAL FUND	Public safety building	137.55
	APR COMM GARBAGE SVC	GENERAL FUND	Fire Administration	184.84
	APR COMM GARBAGE SVC	GENERAL FUND	Fire Administration	98.72
	APR COMM GARBAGE SVC	GENERAL FUND	Street Maintenance	951.67
	APR COMM GARBAGE SVC	GENERAL FUND	Parks Dept	490.06
	GARBAGE SVC - RIVERS EDGE	GENERAL FUND	Parks Dept	395.61
	APR COMM GARBAGE SVC	LIBRARY	Library	64.46
	APR COMM GARBAGE SVC	MULTIPURPOSE FACIL	Multipurpose Facility	609.80
	APR COMM GARBAGE SVC	LANDFILL	General	288.25
	APR COMM GARBAGE SVC	WASTEWATER TREATME	WWTS Plant	238.66
	APR COMM GARBAGE SVC	WASTEWATER TREATME	WWTS Plant	155.62
	APR COMM GARBAGE SVC	LIQUOR	Northbound-Operations	132.12
	APR COMM GARBAGE SVC	LIQUOR	Westbound-Operations	89.06
	APR COMM GARBAGE SVC	GARBAGE	Organics	<u>691.00</u>
			TOTAL:	4,664.97
ROSENQUIST CONSTRUCTION INC.	REPAIR ROOF LEAK - PW BLDG	GENERAL FUND	Street Maintenance	<u>935.00</u>
			TOTAL:	935.00
NATHAN SAMUELSON	FARMERS MKT MAR-MAY	GENERAL FUND	Farmers Market	<u>30.00</u>
			TOTAL:	30.00
MICHELLE HIGGINS	FARMERS MKT MAR-MAY	GENERAL FUND	Farmers Market	<u>75.00</u>
			TOTAL:	75.00
SHAMROCK GROUP INC	ICE/FREIGHT	LIQUOR	Northbound-Cost of Sal	199.70
	ICE/FREIGHT	LIQUOR	Northbound-Cost of Sal	4.00
	ICE/FREIGHT	LIQUOR	Northbound-Cost of Sal	115.14
	ICE/FREIGHT	LIQUOR	Northbound-Cost of Sal	4.00
	ICE/FREIGHT	LIQUOR	Westbound-Cost of Sale	129.64
	ICE/FREIGHT	LIQUOR	Westbound-Cost of Sale	4.00
	ICE/FREIGHT	LIQUOR	Westbound-Cost of Sale	122.32
	ICE/FREIGHT	LIQUOR	Westbound-Cost of Sale	<u>4.00</u>
			TOTAL:	582.80
SHERWIN-WILLIAMS	PAINT-TROTT BROOK BARN	GOVT BUILDINGS	Recreation	<u>110.52</u>
			TOTAL:	110.52
SNAP-ON INDUSTRIAL	SUPPLIES CREDIT	GENERAL FUND	Equipment Services	102.71-
	SUPPLIES	GENERAL FUND	Equipment Services	1.90
	SUPPLIES	GENERAL FUND	Equipment Services	35.83
	SNAP-ON ZEUS SOFTWARE	GENERAL FUND	Equipment Services	1,295.16

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	SHOP TOOLS	GENERAL FUND	Equipment Services	<u>212.78</u>
			TOTAL:	1,442.96
SOUTHERN GLAZER'S WINE & SPIRITS-MN	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	6,728.30
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	81.25
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	235.31
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	3.75
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	8,776.37
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	82.71
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	2,852.36
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	50.00
	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	37.00
	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	1.25
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	410.20
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	10.00
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	3,628.24
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	32.43
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	608.35
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	14.08
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	509.09
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	10.35
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	1,397.67
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	25.17
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	1,065.40
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	26.88
	LIQUOR CREDIT	LIQUOR	Westbound-Cost of Sale	9.74-
	WINE CREDIT	LIQUOR	Westbound-Cost of Sale	<u>17.00-</u>
			TOTAL:	26,559.42
SPEEDCUTTERS OUTDOOR MAINT LLC	SPRING START UP-IRRIGATION	GENERAL FUND	Building Maintenance	646.99
	MOWING & FERTILIZER-APR	GENERAL FUND	Building Maintenance	597.06
	SPRING START UP-IRRIGATION	GENERAL FUND	Public safety building	416.49
	MOWING & FERTILIZER-APR	GENERAL FUND	Public safety building	768.00
	MOWING & FERTILIZER-APR	GENERAL FUND	Fire Administration	1,018.45
	MOWING & FERTILIZER-APR	GENERAL FUND	Street Maintenance	1,551.29
	SPRING START UP-IRRIGATION	GENERAL FUND	Parks Dept	685.35
	MOWING & FERTILIZER-APR	GENERAL FUND	Parks Dept	321.59
	SPRING START UP-IRRIGATION	GENERAL FUND	Parks Dept	756.58
	SPRING START UP-IRRIGATION	LIBRARY	Library	487.96
	MOWING & FERTILIZER-APR	LIBRARY	Library	661.70
	MOWING & FERTILIZER-LIQUOR	LIQUOR	Northbound-Operations	573.36
	MOWING & FERTILIZER-LIQUOR	LIQUOR	Westbound-Operations	<u>562.45</u>
			TOTAL:	9,047.27
NEMECEK GROUP, LLC	MESH BANNERS W/GROMMETS	PARK IMPROVEMENT F	Parks	<u>3,613.64</u>
			TOTAL:	3,613.64
STAPLES BUSINESS ADVANTAGE	SUPPLIES	GENERAL FUND	Communications	37.48
	SUPPLIES	GENERAL FUND	Administrative Service	58.67
	SUPPLIES	GENERAL FUND	Human Resources	29.34
	SUPPLIES	GENERAL FUND	Finance	29.34
	SUPPLIES	GENERAL FUND	Community Development	8.80
	SUPPLIES	GENERAL FUND	Planning	44.00
	SUPPLIES	GENERAL FUND	Fire Administration	119.61
	SUPPLIES	GENERAL FUND	Building Safety	44.00
	SUPPLIES	GENERAL FUND	Environmental	5.87

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	SUPPLIES	GENERAL FUND	Engineering	14.67
	SUPPLIES	GENERAL FUND	Parks & Rec Admin	29.34
	SUPPLIES	GENERAL FUND	Economic Development	<u>14.66</u>
			TOTAL:	435.78
STEP SAVER INC	BULK SALT	GENERAL FUND	Public safety building	<u>133.50</u>
			TOTAL:	133.50
STREICHER'S	UNIFORMS CREDIT-BEBEAU	GENERAL FUND	Patrol	159.98-
	UNIFORMS-HOPPS	GENERAL FUND	Patrol	941.93
	UNIFORMS-HOPPS	GENERAL FUND	Patrol	184.99
	UNIFORMS-BEBEAU	GENERAL FUND	Patrol	191.97
	UNIFORMS-BEBEAU	GENERAL FUND	Patrol	159.98
	UNIFORMS/VEST-HOPPS	GENERAL FUND	Patrol	1,407.00
	UNIFORMS-BEBEAU	GENERAL FUND	Patrol	109.98
	UNIFORMS-WINDELS	GENERAL FUND	Patrol	109.99
	UNIFORMS-HOPPS	GENERAL FUND	Patrol	59.99
	UNIFORMS-BIRDSALL	GENERAL FUND	Investigations	<u>135.00</u>
			TOTAL:	3,140.85
TIFCO INDUSTRIES INC	SUPPLIES	WASTEWATER TREATME	WWTS Plant	<u>440.37</u>
			TOTAL:	440.37
THYSSENKRUPP ELEVATOR CORP	ELEVATOR MAINT-FTCENTER	MULTIPURPOSE FACIL	Multipurpose Facility	<u>529.20</u>
			TOTAL:	529.20
TRACTOR SUPPLY COMPANY	SUPPLIES	GENERAL FUND	Parks Dept	<u>9.99</u>
			TOTAL:	9.99
TRANSPORT GRAPHICS	WINDOW GRAPHICS-FTCENTER	MULTIPURPOSE FACIL	Multipurpose Facility	<u>729.00</u>
			TOTAL:	729.00
TRANSUNION RISK & ALTERNATIVE	ONLINE INVESTIGATIVE SVCS	GENERAL FUND	Investigations	<u>110.00</u>
			TOTAL:	110.00
TWIN CITY HARDWARE	SUPPLIES	LIQUOR	Westbound-Operations	<u>60.85</u>
			TOTAL:	60.85
UNITED PARCEL SERVICE	DELIVERY CHARGES	GENERAL FUND	Patrol	58.42
	DELIVERY CHARGES	GENERAL FUND	Fire Operations	<u>14.54</u>
			TOTAL:	72.96
US BANK	CITY CC PAYMENT	GENERAL FUND	General Fund	19.91
	CITY CC PAYMENT	GENERAL FUND	General Fund	39.49
	CITY CC PAYMENT	GENERAL FUND	Communications	53.96
	CITY CC PAYMENT	GENERAL FUND	Communications	95.00
	CITY CC PAYMENT	GENERAL FUND	Administrative Service	560.00
	CITY CC PAYMENT	GENERAL FUND	Human Resources	175.00
	CITY CC PAYMENT	GENERAL FUND	Information Technology	84.37
	CITY CC PAYMENT	GENERAL FUND	Building Maintenance	343.43
	CITY CC PAYMENT	GENERAL FUND	Building Maintenance	410.00
	CITY CC PAYMENT	GENERAL FUND	Investigations	1,260.00
	CITY CC PAYMENT	GENERAL FUND	Investigations	1,362.37
	CITY CC PAYMENT	GENERAL FUND	Investigations	300.00
	CITY CC PAYMENT	GENERAL FUND	Investigations	300.00
	CITY CC PAYMENT	GENERAL FUND	Investigations	300.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	CITY CC PAYMENT	GENERAL FUND	Investigations	150.00
	CITY CC PAYMENT	GENERAL FUND	Fire Administration	525.00
	CITY CC PAYMENT	GENERAL FUND	Fire Administration	66.03
	CITY CC PAYMENT	GENERAL FUND	Fire Administration	564.20
	CITY CC PAYMENT	GENERAL FUND	Fire Administration	589.62
	CITY CC PAYMENT	GENERAL FUND	Environmental	30.00
	CITY CC PAYMENT	GENERAL FUND	Environmental	145.97
	CITY CC PAYMENT	GENERAL FUND	Parks Dept	25.00
	CITY CC PAYMENT	GENERAL FUND	Parks Dept	25.00
	CITY CC PAYMENT	GENERAL FUND	Parks Dept	25.00
	CITY CC PAYMENT	GENERAL FUND	Parks Dept	361.32
	CITY CC PAYMENT	GENERAL FUND	Parks Dept	4.98
	CITY CC PAYMENT	GENERAL FUND	Parks Dept	508.10
	CITY CC PAYMENT	GENERAL FUND	Parks Dept	273.61
	CITY CC PAYMENT	GENERAL FUND	Parks & Rec Admin	2.66
	CITY CC PAYMENT	GENERAL FUND	Parks & Rec Admin	4.21
	CITY CC PAYMENT	GENERAL FUND	Parks & Rec Admin	33.13
	CITY CC PAYMENT	MULTIPURPOSE FACIL	Multipurpose Facility	329.94
	CITY CC PAYMENT	MULTIPURPOSE FACIL	Multipurpose Facility	886.00
	CITY CC PAYMENT	MULTIPURPOSE FACIL	Multipurpose Facility	0.38
	CITY CC PAYMENT	MULTIPURPOSE FACIL	Multipurpose Facility	2,043.75
	CITY CC PAYMENT	MULTIPURPOSE FACIL	Multipurpose Facility	44.91
	CITY CC PAYMENT	MULTIPURPOSE FACIL	Multipurpose Facility	96.00
	CITY CC PAYMENT	MULTIPURPOSE FACIL	Multipurpose Facility	45.34
	CITY CC PAYMENT	LANDFILL	General	63.03
	CITY CC PAYMENT	CAPITAL OUTLAY RES	Fire Academy	74.11
	CITY CC PAYMENT	WASTEWATER TREATME	WWTS Plant	299.27
	CITY CC PAYMENT	LIQUOR	Northbound-Operations	5.06
	CITY CC PAYMENT	LIQUOR	Northbound-Operations	42.24
	CITY CC PAYMENT	LIQUOR	Westbound-Operations	<u>108.93</u>
			TOTAL:	12,676.32
UTILITY CONSULTANTS, INC	SAMPLE TESTING	WASTEWATER TREATME	WWTS Plant	<u>1,812.10</u>
			TOTAL:	1,812.10
VESSCO, INC.	SUPPLIES	WASTEWATER TREATME	WWTS Plant	<u>453.93</u>
			TOTAL:	453.93
VIKING COCA-COLA CO	POP/MISC	LIQUOR	Northbound-Cost of Sal	564.55
	POP/MISC	LIQUOR	Westbound-Cost of Sale	<u>1,150.85</u>
			TOTAL:	1,715.40
VINOCOPIA	WINE/LIQUOR/POP/MISC/FREIG	LIQUOR	Northbound-Cost of Sal	384.04
	WINE/LIQUOR/POP/MISC/FREIG	LIQUOR	Northbound-Cost of Sal	99.00
	WINE/LIQUOR/POP/MISC/FREIG	LIQUOR	Northbound-Cost of Sal	240.00
	WINE/LIQUOR/POP/MISC/FREIG	LIQUOR	Northbound-Cost of Sal	27.00
	WINE/LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	144.00
	WINE/LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	584.75
	WINE/LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	<u>12.50</u>
			TOTAL:	1,491.29
WAL-MART COMMUNITY CARD	SUPPLIES	GENERAL FUND	Sr Citizen Programs	<u>245.32</u>
			TOTAL:	245.32
WASTE MANAGEMENT	APR GARBAGE TIP FEES/CLN U	LANDFILL	General	1,599.66
	BIO SOLIDS HAULING	WASTEWATER TREATME	WWTS Plant	19,373.59

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	APR GARBAGE TIP FEES/CLN U GARBAGE		Garbage	<u>17,195.51</u>
			TOTAL:	38,168.76
WINDSTREAM	PHONE LINE CHGS	GENERAL FUND	Fire Administration	129.21
	PHONE LINE CHGS	GENERAL FUND	Fire Operations	<u>51.10</u>
			TOTAL:	180.31
THE WINE COMPANY	WINE/LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	1,032.00
	WINE/LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	198.00
	WINE/LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	<u>30.00</u>
			TOTAL:	1,260.00
WINE MERCHANTS	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	819.00
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	7.74
	WINE CREDIT	LIQUOR	Northbound-Cost of Sal	24.00-
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	216.00
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	<u>3.44</u>
			TOTAL:	1,022.18
WINEBOW	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	1,626.00
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	<u>12.00</u>
			TOTAL:	1,638.00
BRUCE WRY	FARMERS MKT MAR-MAY	GENERAL FUND	Farmers Market	<u>230.00</u>
			TOTAL:	230.00
WRUCK SEWER & PORTABLE RENTAL	PORTABLE RENTALS-MARCH	GENERAL FUND	Parks Dept	1,122.25
	PORTABLE RENTALS-APRIL	GENERAL FUND	Parks Dept	<u>1,550.51</u>
			TOTAL:	2,672.76
YALE MECHANICAL LLC	MAINTENANCE-NB	LIQUOR	Northbound-Operations	569.50
	MAINTENANCE-WB	LIQUOR	Westbound-Operations	<u>569.50</u>
			TOTAL:	1,139.00
ZARNOTH BRUSH WORKS	PARTS	GENERAL FUND	Street Maintenance	<u>511.07</u>
			TOTAL:	511.07
ZIEGLER CUSTOM HOMES, INC	LANDSCAPE ESCROW REFUND	DEVELOPER ESCROW	NON-DEPARTMENTAL	<u>1,000.00</u>
			TOTAL:	1,000.00

<u>VENDOR SORT KEY</u>	<u>DESCRIPTION</u>	<u>FUND</u>	<u>DEPARTMENT</u>	<u>AMOUNT</u>
===== FUND TOTALS =====				
101	GENERAL FUND	111,570.28		
211	LIBRARY	9,624.12		
221	MULTIPURPOSE FACILITY	12,621.04		
228	LANDFILL	6,376.74		
245	DEVELOPMENT FUND	72.00		
290	CAPITAL OUTLAY RESERVE	74.11		
291	INSURANCE RESERVE	9,343.12		
292	GOVT BUILDINGS	10,905.27		
296	GRE RESERVE	627.00		
401	PAVEMENT MANAGEMENT	54,356.22		
440	PARK IMPROVEMENT FUND	3,613.64		
602	WASTEWATER TREATMENT SYS	36,739.67		
603	LIQUOR	253,762.16		
605	GARBAGE	17,886.51		
821	DEVELOPER ESCROW	1,000.00		

	GRAND TOTAL:	528,571.88		

TOTAL PAGES: 17



Request for Action

To
City Council

Item Number
4.4

Meeting Date
May 20, 2024

Prepared By
Lauren Wipper, Human Resources Manager

Item Description
Amend Resolution 23-62, 2024 Compensation Plan for Non-Organized Employees

Reviewed by:
Joe Stremcha
Cal Portner
Tina Allard

Action Requested

Adopt, by motion, an amendment to Resolution 23-62, 2024 Compensation Plan for Non-Organized Employees.

Background/Discussion

Reorganization of the Furniture and Things Community Event Center requires changes to item 8 in the 2024 Compensation Plan for Non-Organized Employees. Reference to the FT Center Facility Worker and Lead Concession Worker positions have been removed, the FT Center Building Supervisor position has been added, and the wage has been adjusted for the FT Center Customer Service Associate.

Financial Impact

Costs are included in the 2024 budget.

Mission/Policy/Goal

N/A

Attachments

1. Comp Plan 2024 Resolution Amend v3
2. Comp Plan 2024 v3

The Elk River Vision

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**City of Elk River
City Council**

Resolution 23-62

**A Resolution of the City Council of the City of Elk River Adopting the 2024
Compensation Plan for Non-Organized Employees**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows: The attached Compensation Plan was approved and adopted effective December 18, 2023, and amended on January 16, 2024, and May 20, 2024.

Passed and adopted this 20th day of May 2024.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



**CITY OF ELK RIVER
2024 COMPENSATION PLAN
FOR NON-ORGANIZED EMPLOYEES**

PAY

Pay Ranges

1. All current pay ranges of the approved City Pay Plan shall increase four percent (4%) effective the first pay period of January 2024 which begins on December 31, 2023.
2. New Wastewater Treatment Operators who do not hold a certification will start at step A of the city's pay plan. Operators who hold a D certification will start at step B, and operators who hold a C or higher certification will start at step C. Operators shall qualify for regular annual step increases with satisfactory performance. Operators may qualify for earlier step increases based on obtaining a higher-level certification as follows:

<u>Certification</u>	<u>Step</u>
-	A
D	B
C	C-D
B	E

With satisfactory performance and once a certification has been obtained, the employee shall immediately move to the next step. Employees who receive a step increase for obtaining a higher certification are not eligible for an annual step increase until after one year of receiving the certification-based step. Annual steps will be given in accordance with item #4 below. Operators who do not have an operator's certification shall not move to the top step of the pay grade.

Starting Pay

3. The city has discretion to negotiate a higher starting rate within the pay range as deemed appropriate based on experience, education/training, or the market.

Step Increases

4. All non-union full-time and eligible part-time employees maintaining satisfactory performance will move up one step in their pay range on their anniversary date of hire or promotion.

All orientation period employees will receive increases as stated in their employment letter. If no special provision was outlined in the employment letter, the employee shall receive the first step increase on the date noted above provided they have successfully passed Orientation and are performing satisfactorily.

Part-Time Pay

5. Effective January 1, 2024, Paid On-Call Firefighters shall be paid in accordance with the following schedule:

<u>Position</u>	<u>Hourly Rate</u>
Academy Cadet	\$10.85
Firefighter	
Base Pay - Academy	\$16.89
Graduate through year 5	
Years 6 through 10	Base plus \$0.50
Years 11 through 15	Base plus \$1.50
Years 16 through 25	Base plus \$2.50
Years 26 and above	Base plus \$3.00
Additional to Firefighter pay above:	
Lieutenant	\$1.00
Captain	\$2.00
Assistant Chief	\$3.00

Officers who serve on-call as Duty Officer shall be paid \$6.30 for each hour of on-call duty.

6. Fire Academy instructors and Fire Department members instructing a course for firefighters earning a certification or maintaining a certification or licensure shall be paid according to the following schedule:
- | | |
|----------------------|------------------|
| Assistant Instructor | \$30.00 per hour |
| Lead Instructor | \$40.00 per hour |
7. Part-Time Police Reserves are required to serve in both a volunteer and a paid capacity. Effective January 1, 2024, Police Reserves shall be paid \$18.83 per hour for the hours that are to be paid as determined by the Police Chief.
8. Part-Time, Seasonal, and Temporary Park and Recreation and Public Works employees shall be paid in accordance with the following schedule:

<u>Position</u>	<u>Hourly Rate</u>	<u>Maximum Annual Hourly Increase</u>
Recreation Program Leader I	\$14.00 – 15.00	\$0.25
Recreation Program Leader II	\$15.00 – 17.00	\$0.50
Recreation Program Supervisor	\$17.00 – 20.00	\$0.50
Recreation Intern	\$17.00 – 20.00	
Farmers Market Program Supervisor	\$17.00 – 20.00	\$0.50
Weekend Facility Supervisor	\$17.00 – 20.00	\$0.50
Recreation Building Attendant	\$12.00 – 14.00	\$0.50
Warming House Attendant	\$14.00 – 16.00	\$0.50
Seasonal Park Laborer	\$16.00 – 18.00	\$0.75
Seasonal Street Laborer	\$16.00 – 18.00	\$0.75
Winter Public Works Laborer	\$17.00 – 19.00	\$0.75

Seasonal Snowplow Operator	\$18.00 – 21.00	\$0.75
Seasonal Gardener	\$18.00 – 25.00	\$0.75
Lead Seasonal Gardener	\$22.00 – 28.00	\$0.75
Seasonal Wastewater Laborer	\$16.00 – 18.00	\$0.75
FT Center Facility Worker/Ice Resurfacers	\$20.00 – 24.00	\$1.00
FT Center Operations Assistant	\$14.00 – 16.00	\$0.50
FT Center Customer Service Associate	\$16.00 – 20.00	\$0.75
FT Center Building Supervisor	\$20.00 – 24.00	\$0.75
Concession Worker	\$14.00 – 16.00	\$0.50
Skating Academy Instructor One	\$13.50 – 15.50	\$1.00
Skating Academy Instructor Two	\$15.00 – 19.00	\$1.00
Skating Academy Instructor Three	\$19.00 – 24.00	\$1.00
Skating Academy Director	\$24.00 – 30.00	\$1.00

Starting Pay Rate

At the city's discretion, when hired, employees may be granted an amount equivalent to the Maximum Annual Hourly Increase for each year of related education or previous work experience.

Annual Hourly Increase

Recreation Program Leads, Program Supervisor, Weekend Facility Supervisor, Building Attendant, Warming House Attendant, and Farmers Market Program Supervisor, employees may receive an increase once per year at the City's discretion.

Seasonal Park Laborer, Seasonal Street Laborer, Winter Public Works Laborer, Seasonal Snowplow Operator, Seasonal Wastewater Laborer, Seasonal Gardener, and Lead Seasonal Gardener employees may receive an increase at the beginning of the season at the city's discretion. If an employee returns for another season in the same calendar year, they are not eligible for another increase.

FT Center Customer Service Associate, Facility Worker/Ice Resurfacers, Operations Assistant, Concession Worker, and Building Supervisor employees may receive an increase for each additional year the employee works for the FT Center. Increases will be given on the first day of the first full pay period of the calendar year at the city's discretion.

Skating Academy employees may receive an increase for each additional year the employee works for the FT Center. Increases will be given at the beginning of each fall program session (September) at the city's discretion.

Skating Academy

Assistant Skating Academy Director – At the beginning of each session, the Skating Academy Director shall assign one instructor to be Assistant Skating Academy Director.

Off Ice Time – Includes time spent planning lessons and skating programs, meetings, and any other activity that is not performed on the ice. The Skating Academy Director shall be paid 60% of his/her regular wage for off ice time which shall not exceed one half hour for each hour spent on ice. The Assistant Director shall be paid 50% of his/her regular

wage for off ice time which includes off ice activities performed as Acting Director and required meetings FT Center Management and/or Skating Academy Director. If the off ice wage falls below minimum wage, minimum wage will be paid for off ice time.

9. Effective January 1, 2024, Part-Time Liquor Store Clerks shall be paid in accordance with the following schedule:

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
15.14	16.22	17.66	19.10	20.55

Based on satisfactory performance Part-time Liquor Store Clerks will move up to step B after six months, step C on their first anniversary date, step D on their second anniversary date, and step E on their third anniversary date.

10. Effective January 1, 2024, Part-Time Liquor Store Delivery Drivers shall be paid in accordance with the following schedule:

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
17.85	18.93	20.36	21.81	23.25

Based on satisfactory performance Part-time Liquor Store Delivery Drivers will move up to step B after six months, step C on their first anniversary date, step D on their second anniversary date, and step E on their third anniversary date.

On-Call Pay

11. Wastewater Operators are assigned on call duties for periods of one week. The on-call operator will be compensated a total of 10-hours of overtime/compensatory for their on-call week (1-hr M-F, 2.5-hrs S-S). The on-call duties include responding to after-hours emergency callouts and performing required duties at the Wastewater Treatment Facility on Saturday, Sunday, and any holidays that fall within the assigned week. Wastewater operators shall receive 4-hours of additional overtime/compensatory pay for on-call rounds performed on paid holidays that fall within their on-call week (total of 14 hours of pay if during a week with a single-paid holiday). If a holiday falls on a Monday, the operator that was on call on Sunday is on call for the holiday. Unexpected conditions resulting in work for wastewater operators extending beyond a 2.5-hour rotation on weekends or holidays will be paid according to the actual time worked by the employee calculated to the nearest 15-minutes.

Premium Pay

12. Non-union snowplow operators working on snow removal duties on Saturdays and Sundays will receive one- and one-half times their regular rate of pay for their hours worked.
13. Police department clerical employees required to type reports on a Sunday shall receive one- and one-half times their regular rate of pay for their hours worked.

Out of Class Pay

14. Any employee who is assigned to operate a snowplow truck who does not operate a snowplow truck as part of his/her regular position with the city shall be paid at their current rate of pay or pay grade 5N of the City Pay Plan, whichever is greater, for these snow removal hours. Employees utilizing pay grade 5N for this provision shall begin at step A and receive a step increase at the beginning of each snow season that they are assigned to perform snow plowing duties.

INSURANCE BENEFITS

15. All regular full-time employees are eligible for insurance benefits. Part-time employees scheduled to work 30 or more hours per week are eligible for prorated insurance benefits. Retired employees with a Phased Retirement Option Agreement are eligible for insurance benefits as identified in the Agreement. Seasonal and temporary employees are not eligible for insurance benefits.
16. Employees eligible for insurance benefits are eligible for participation in the city's Flexible Benefits Plan. The contribution levels shall be as follows:

<u>Health Insurance Election</u>	<u>Monthly City Contribution</u>
Single	\$652.00
Employee & Spouse	\$1,363.00
Employee & Child(ren)	\$1,353.00
Family	\$1,929.00
Opt-out	\$300.00

Employees enrolling in the city's Health Savings Account (HSA) compatible health insurance and contributing at least \$1.00 into an HSA shall receive \$60.00 per month contribution into their HSA.

Employees participating in the city's Flexible Benefits Plan shall be provided \$25,000 group term life insurance coverage.

17. Paid On-call Firefighters who are not full-time city employees shall be provided \$10,000 life insurance coverage.

OTHER

18. The City Council may make adjustments in any section of the Pay Plan at any City Council meeting for any reason including performance incentives, state or federal law changes, the Pay Equity Law, or any other reason the Council deems appropriate.
19. All employees who are members of the Law Enforcement Labor Services (LELS), Locals 231, 271, and 501, or the International Union of Operating Engineers, Local 49, shall receive compensation and benefits as outlined in the Master Labor Agreement between the city and the union.

City of Elk River 2024 Pay Plan

Effective 12/31/2023

Grade Levels	A Minimum	B	C	D	E Maximum
1E	\$166,819	\$171,453	\$176,087	\$180,721	\$185,355
1.5E	\$146,131	\$150,190	\$154,249	\$158,308	\$162,368
2E	\$140,017	\$143,906	\$147,795	\$151,685	\$155,574
3E	\$135,516	\$139,280	\$143,044	\$146,808	\$150,573
4E	\$112,081	\$117,026	\$121,971	\$126,915	\$131,860
5E	\$103,280	\$107,836	\$112,393	\$116,949	\$121,506
6E	\$93,012	\$97,115	\$101,219	\$105,322	\$109,425
7E	\$83,205	\$86,876	\$90,546	\$94,217	\$97,888
8E	\$69,873	\$72,956	\$76,038	\$79,121	\$82,204
1N	\$81,490 \$39.18	\$85,085 \$40.91	\$88,681 \$42.63	\$92,276 \$44.36	\$95,871 \$46.09
2N	\$74,156 \$35.65	\$77,428 \$37.23	\$80,700 \$38.80	\$83,971 \$40.37	\$87,243 \$41.94
3N	\$65,085 \$31.29	\$69,152 \$33.25	\$73,220 \$35.20	\$77,288 \$37.16	\$81,356 \$39.11
4N	\$60,367 \$29.02	\$64,140 \$30.84	\$67,913 \$32.65	\$71,686 \$34.46	\$75,459 \$36.28
5N	\$56,636 \$27.23	\$60,746 \$29.20	\$64,857 \$31.18	\$68,968 \$33.16	\$73,078 \$35.13
6N	\$46,861 \$22.53	\$50,767 \$24.41	\$54,672 \$26.28	\$58,577 \$28.16	\$62,482 \$30.04



Request for Action

To
City Council

Item Number
4.5

Meeting Date
May 20, 2024

Prepared By
Lauren Wipper, Human Resources Manager

Item Description
Severance Agreement and Waiver of Claims: Perry Milless.

Reviewed by:
Cal Portner
Tina Allard

Action Requested
Approve, by motion, the Separation Agreement and Release with Street Maintenance Operator Perry Milless.

Background/Discussion
Perry Milless' last day with the city was May 3, 2024. As part of the Severance Pay requirements, a release of claims must be executed. Mr. Milless returned his signed Agreement on May 6, 2024.

Financial Impact
As per Severance Pay policy.

Mission/Policy/Goal
Elk River Mission Statement

Attachments
I. PMilless Agreement

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MAY 06 2024

SEPARATION AGREEMENT AND RELEASE

1. Separation From Employment and Severance Payment.

I, Perry E. Milless, (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 May 3, 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 20, 2024, the amount of my adjusted unused sick and ESST ("sick") leave is 209.122 hours and my regular rate of pay at the time I gave notice to resign was \$36.18 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 contribution to my Health Care Savings Plan that I will receive for my unused sick leave if I satisfy the Release Condition and the Other Conditions will be five thousand five hundred dollars and seventy-seven cents (\$5,500.77) 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 21, 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 May 10, 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.

Date: MAY 3, 2024

Perry E. Milless
EMPLOYEE NAME


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
4.6

Meeting Date
May 20, 2024

Prepared By
Cal Portner, City Administrator

Item Description
Resolution 24-25: Allocation of 2023 MN Public Safety Aid

Reviewed by:
Lori Stich
Cal Portner
Darren McKernan
Joe Libor Jr.
Tina Allard

Action Requested

Approve, by motion, a resolution allocating Minnesota Public Aid for the purchase of stated state-approved expenditures.

Background/Discussion

The 2023 Minnesota State Legislature allocated one-time Public Safety Aid to municipalities for specified uses. The City of Elk River received \$1,145,601 of the \$300 million in funds, which have no sunset for use.

The Council discussed the aid and purchases recommended by the police and fire chiefs. At the May 6, 2024, Regular Council Meeting, the Council expressed a consensus to split the funds evenly between the police and fire departments.

Financial Impact

This is a one-time state aid. Staff has identified items that are one-time purchases that will not impact future budgets.

Mission/Policy/Goal

The Elk River Mission

Attachments

1. MNDOR 2023 Public Safety Aid
2. MN Public Safety Grant PD Expenditure Options
3. MN Public Safety Grant FD Expenditure Options
4. Resolution MN Public Safety Aid

The Elk River Vision

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

		<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	



**City of Elk River
City Council**

Resolution 24-_____

**A Resolution of the City Council of the City of Elk River approving
expenditures of Minnesota Public Safety Aid**

WHEREAS, the City of Elk River received an allocation of Public Safety Aid in the amount of \$1,145,601; and

WHEREAS, the police and fire departments have identified purchases for use of the funds; and

WHEREAS, the following purchases are requested:

Police	
Ballistic helmets (32)	\$15,000
Rifle-rated Bunkers (2)	\$24,000
Vector Solutions Software	\$3,131
Speed signs (6)	\$33,000
TZD Public Safety Grant	\$14,000-20,000
Fire	
Fire Administration Remodel	\$150,000
Coverage Study/Strategic Plan	\$75,000
Live Burn Trailer	\$200,000
LION Fire Simulator	\$65,000
Fire Training props	\$39,000
Extrication Tools	\$25,000
Drone Program	\$12,000
Remaining fire funds to offset upgrading Knox Box Key system in CIP	

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows: To approve the listed expenditures (approximate amounts).

Passed and adopted this 20th day of May 2024.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk





Request for Action

To
City Council

Item Number
4.7

Meeting Date
May 20, 2024

Prepared By
Ryan Sandhoefner, Engineering Project Manager

Item Description
Pay Estimates as outlined in the staff report.

Reviewed by:
Justin Femrite
Lori Stich
Joe Stremcha
Cal Portner
Tina Allard

Action Requested
Approve, by motion, the pay estimates detailed below.

Background/Discussion
The following pay estimates have been reviewed and found to be accurate and in accordance with approved contracts.

Financial Impact

Project	Pay Estimate #	Contractor	Amount
Rolling Hills Sewer Extension	4	Northdale Construction Company	\$49,756.22

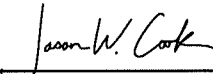
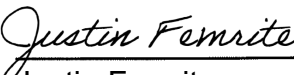
Mission/Policy/Goal
Meet changing needs - Agile

Attachments
I. Pay Estimate 4 - Northdale Construction Company

The Elk River Vision

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

Contractor's Application for Payment

Owner: <u>City of Elk River</u> Engineer: <u>Bolton & Menk, Inc.</u> Contractor: <u>Northdale Construction Company</u> Project: <u>Rolling Hills Sewer Extension</u> Contract: _____	Owner's Project No.: _____ Engineer's Project No.: <u>OR1.129209</u> Agency's Project No.: _____																																	
Application No.: <u>4</u> Application Date: <u>5/1/2024</u>																																		
Application Period: From <u>4/1/2024</u> to <u>4/30/2024</u>																																		
<table style="width: 100%; border-collapse: collapse;"><tr><td style="width: 60%;">1. Original Contract Price</td><td style="width: 10%; text-align: center;">\$</td><td style="width: 30%; text-align: right;">1,711,923.51</td></tr><tr><td>2. Net change by Change Orders</td><td style="text-align: center;">\$</td><td style="text-align: right;">-</td></tr><tr><td>3. Current Contract Price (Line 1 + Line 2)</td><td style="text-align: center;">\$</td><td style="text-align: right;">1,711,923.51</td></tr><tr><td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td><td style="text-align: center;">\$</td><td style="text-align: right;">1,357,476.70</td></tr><tr><td>5. Retainage</td><td></td><td></td></tr><tr><td> a. <u>5%</u> X \$ <u>1,357,476.70</u> Work Completed</td><td style="text-align: center;">\$</td><td style="text-align: right;">67,873.84</td></tr><tr><td> b. _____ X \$ _____ Stored Materials</td><td style="text-align: center;">\$</td><td style="text-align: right;">-</td></tr><tr><td> c. Total Retainage (Line 5.a + Line 5.b)</td><td style="text-align: center;">\$</td><td style="text-align: right;">67,873.84</td></tr><tr><td>6. Amount eligible to date (Line 4 - Line 5.c)</td><td style="text-align: center;">\$</td><td style="text-align: right;">1,289,602.86</td></tr><tr><td>7. Less previous payments</td><td style="text-align: center;">\$</td><td style="text-align: right;">1,239,846.64</td></tr><tr><td>8. Amount due this application</td><td style="text-align: center;">\$</td><td style="text-align: right;">49,756.22</td></tr></table>		1. Original Contract Price	\$	1,711,923.51	2. Net change by Change Orders	\$	-	3. Current Contract Price (Line 1 + Line 2)	\$	1,711,923.51	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	1,357,476.70	5. Retainage			a. <u>5%</u> X \$ <u>1,357,476.70</u> Work Completed	\$	67,873.84	b. _____ X \$ _____ Stored Materials	\$	-	c. Total Retainage (Line 5.a + Line 5.b)	\$	67,873.84	6. Amount eligible to date (Line 4 - Line 5.c)	\$	1,289,602.86	7. Less previous payments	\$	1,239,846.64	8. Amount due this application	\$	49,756.22
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7. Less previous payments	\$	1,239,846.64																																
8. Amount due this application	\$	49,756.22																																
Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.																																		
Contractor: <u>Northdale Const. Co. Inc.</u>																																		
Signature: <u></u>	Date: <u>5-2-2024</u>																																	
Name: <u>Philip B. Lesnar</u>	Title: <u>President</u>																																	
Recommended by Engineer	Approved by Owner																																	
By: <u></u>	By: <u></u>																																	
Name: <u>Jason Cook</u>	Name: <u>Justin Femrite</u>																																	
Title: <u>Project Engineer</u>	Title: <u>Chief</u>																																	
Date: <u>5/1/2024</u>	Date: <u>5-9-24</u>																																	

Code: 401-4-8080-4530

Contractor's Application for Payment

Owner:	City of Elk River	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	OR1.129209
Contractor:	Northdale Construction Company	Agency's Project No.:	
Project:	Rolling Hills Sewer Extension		
Contract:			

Application No.: 4		Application Period: From 04/01/24 to 04/30/24		Application Date: 05/01/24								
A	B	C	D	E	F	F1	F2	G	H	I	J	K
Bid Item No.	Description	Item Quantity	Contract Information		Value of Bid Item (C X E) (\$)	Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)
			Units	Unit Price (\$)		Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)			
Original Contract												
1	MOBILIZATION	1.00	LUMP SUM	42,034.75	42,034.75	0.75	31,526.06	0.75	31,526.06		31,526.06	75%
2	TRAFFIC CONTROL	1.00	LUMP SUM	12,600.00	12,600.00	1.00	12,600.00	1.00	12,600.00		12,600.00	100%
3	REMOVE FENCE	60.00	LF	42.00	2,520.00	60.00	2,520.00	60.00	2,520.00		2,520.00	100%
4	REMOVE SAND FILTER MEDIA	310.00	CU YD	70.00	21,700.00	-	-	-	-		-	
5	REMOVE UNDERGROUND TANK	2.00	EACH	10,000.00	20,000.00	-	-	-	-		-	
6	REMOVE AND REPLACE CURB & GUTTER	120.00	LF	57.25	6,870.00	-	-	-	-		-	
7	REMOVE VALVE VAULT	2.00	EACH	10,000.00	20,000.00	-	-	-	-		-	
8	SALVAGE CONTROL PANEL	1.00	LUMP SUM	1,995.00	1,995.00	-	-	-	-		-	
9	COMMON BORROW	440.00	CU YD	44.40	19,536.00	-	-	-	-		-	
10	EXPLORATORY EXCAVATION	10.00	HOURS	1,562.50	15,625.00	8.15	12,734.38	8.15	12,734.38		12,734.38	82%
11	DEWATERING	1.00	LUMP SUM	36,750.00	36,750.00	1.00	36,750.00	1.00	36,750.00		36,750.00	100%
12	BITUMINOUS PATCH (STREET)	1,580.00	SQ YD	78.79	124,488.20	26.50	2,087.94	26.50	2,087.94		2,087.94	2%
13	BITUMINOUS PATCH (TRAIL)	110.00	SQ YD	64.37	7,080.70	-	-	-	-		-	
14	AGGREGATE SURFACING CLASS 2	60.00	CU YD	50.85	3,051.00	-	-	-	-		-	
15	ADJUST FRAME & RING CASTING	2.00	EACH	750.00	1,500.00	-	-	-	-		-	
16	7" CONCRETE PAVEMENT	760.00	SQ FT	19.08	14,500.80	-	-	692.00	13,203.36		13,203.36	91%
17	12" CONCRETE PAVEMENT	260.00	SQ FT	55.83	14,515.80	-	-	104.00	5,806.32		5,806.32	40%
18	8' CHAIN LINK FENCE AND GATES	84.00	LF	174.93	14,694.12	-	-	-	-		-	
19	BOLLARD	2.00	EACH	1,260.00	2,520.00	-	-	-	-		-	
20	CONNECT TO EXISTING FORCE MAIN	1.00	EACH	2,625.78	2,625.78	-	-	-	-		-	
21	CONNECT TO EXISTING SANITARY SEWER MANHOLE (CORE &	1.00	EACH	4,200.00	4,200.00	1.00	4,200.00	1.00	4,200.00		4,200.00	100%
22	1.5" SANITARY FORCEMAIN HDPE DR 11 (TRENCHLESS)	175.00	LF	51.37	8,989.75	160.00	8,219.20	160.00	8,219.20		8,219.20	91%
23	4" SANITARY FORCEMAIN (TRENCHLESS)	23,650.00	LF	24.41	577,296.50	23,606.00	576,222.46	23,606.00	576,222.46		576,222.46	100%
24	CONSTRUCT LIFT STATION AND VALVE VAULT	1.00	LUMP SUM	419,929.70	419,929.70	0.75	314,947.28	0.85	356,940.25		356,940.25	85%
25	ELECTRICAL GENERATOR	1.00	LUMP SUM	42,000.00	42,000.00	-	-	0.92	38,640.00		38,640.00	92%
26	AIR RELIEF MANHOLE	8.00	EACH	22,712.50	181,700.00	8.00	181,700.00	8.00	181,700.00		181,700.00	100%
27	CLEANOUT MANHOLE	1.00	EACH	21,637.50	21,637.50	1.00	21,637.50	1.00	21,637.50		21,637.50	100%
28	MANHOLE ODOR CONTROL FILTER	1.00	EACH	2,515.63	2,515.63	-	-	-	-		-	
29	STORM DRAIN INLET PROTECTION	4.00	EACH	350.04	1,400.16	4.00	1,400.16	4.00	1,400.16		1,400.16	100%
30	FERTILIZER TYPE 3	420.00	POUND	0.89	373.80	350.00	311.50	350.00	311.50		311.50	83%
31	SEEDING	1.20	ACRE	1,312.50	1,575.00	1.98	2,598.75	1.98	2,598.75		2,598.75	165%
32	SEEDING MIXTURE 25-151	360.00	POUND	3.36	1,209.60	-	-	500.00	1,680.00		1,680.00	139%
33	EROSION CONTROL BLANKETS CATEGORY 3N	5,808.00	SY	1.52	8,828.16	5,887.50	8,949.00	5,887.50	8,949.00		8,949.00	101%
34	LOAM TOPSOIL BORROW (LV)	968.00	CU YD	46.92	45,418.56	621.00	29,137.32	621.00	29,137.32		29,137.32	64%
35	SEDIMENT CONTROL LOG TYPE WOOD FIBER	2,100.00	LF	3.57	7,497.00	2,380.00	8,496.60	2,380.00	8,496.60		8,496.60	113%
36	4" SOLID LINE MULTI COMP	900.00	LF	3.05	2,745.00	-	-	38.00	115.90		115.90	4%
		-	-	-	-				-		-	
Original Contract Totals					\$ 1,711,923.51		\$ 1,256,038.15		\$ 1,357,476.70	\$ -	\$ 1,357,476.70	79%



Request for Action

To
City Council

Item Number
4.8

Meeting Date
May 20, 2024

Prepared By
Lindsay Brandner, Senior Administrative Assistant

Item Description
Resolution 24-24: Safe Road Zone Grant
Acceptance

Reviewed by:
Darren McKernan
Cal Portner
Tina Allard

Action Requested

Approve, by motion, a grant agreement with the Minnesota Department of Public Safety from June 15, 2024, through June 30, 2025, for overtime traffic enforcement.

Background/Discussion

Sergeant Windels applied for a grant through the Minnesota Department of Public Safety for \$50,000 for overtime traffic enforcement. The Minnesota Department of Public Safety approved his application and awarded the Elk River Police Department \$100,000.

Financial Impact

Mission/Policy/Goal

Elk River Mission

Attachments

- I. Safe Road Zone Grant 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 Authorizing
Execution of a Grant Agreement for the Safe Road Zone grant program**

WHEREAS, Be it resolved that the City of Elk River, on behalf of its police department, enter into a grant agreement with the Minnesota Department of Public Safety, for overtime traffic enforcement during the period from June 15, 2024 through June 30, 2025; and

WHEREAS, The City of Elk River Police Captain, Darren McKernan, is hereby authorized to execute such agreements and amendments as are necessary to implement the project on behalf of the City of Elk River Police Department and to be the fiscal agent and administer the grant.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows: Accepts the Safe Road Zone grant and authorizes the execution of the agreement.

Passed and adopted this 20th 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 20, 2024

Prepared By
Lauren Whipper, Human Resources Manager

Item Description
Hire Street Maintenance Operator Jeremy Taylor effective June 3, 2024.

Reviewed by:
Cal Portner
Tina Allard

Action Requested
Approve, by motion, the hiring of Jeremy Taylor as street maintenance operator effective June 3, 2024.

Background/Discussion
Due to a recent retirement and resignation, we have two vacant street maintenance operator positions. We went to market, received 18 applications, and interviewed 10 candidates. Following second interviews and background and reference checks, we recommend Jeremy Taylor for one of these positions.

Mr. Taylor worked for the city as a seasonal employee the summers of 2011 through 2014 and as a winter seasonal employee in 2017. He worked the 2017 summer season with Rock Underground and then went on to a fulltime career as a route driver for Culligan Water. Desiring to get back into the maintenance field, he applied for this opportunity and we are happy to have him return.

Mr. Taylor will start at step A of this Local 49 position. All pay and benefits will be consistent with city policy and union contract.

Financial Impact
This is a budgeted position.

Mission/Policy/Goal
The Elk River Mission.

Attachments
None

The Elk River Vision

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Request for Action

To
City Council

Item Number
6.1

Meeting Date
May 20, 2024

Prepared By
Jolene Richter, Deputy Clerk

Item Description
City of Elk River Volunteer of the Month

Reviewed by:
Cal Portner
Tina Allard

Action Requested
Mayor Dietz will recognize and present a plaque to the May Volunteer of the Month Award recipient.

Background/Discussion
The City of Elk River Volunteer of the Month Award program was established by Mayor Dietz as an opportunity to recognize Elk River residents for their volunteer contributions and commitments to community service.

Financial Impact
N/A

Mission/Policy/Goal
Elk River fosters a culture of exceptional service and community participation.

Attachments
None

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Request for Action

To
City Council

Item Number
6.2

Meeting Date
May 20, 2024

Prepared By
Cal Portner, City Administrator

Item Description
Public Safety Recognition

Reviewed by:
Cal Portner
Darren McKernan
Joe Libor Jr.
Tina Allard

Action Requested

Sherburne County Commissioner Andrew Hulse would like to recognize and thank Elk River public safety officers who recently provided assistance.

Background/Discussion

On Thursday, May 9, 2024, Commissioner Hulse experienced a medical event to which local public safety officials promptly responded.

Responding to the call include the Elk River Fire and Ambulance Crew of:

- Paramedic Ron Lawrence
- EMT Joe Libor Sr.
- EMT Carter Schmitt

The Fire and Ambulance Crew appreciate Commissioner Hulse's expressed gratitude and are elated to hear of his recovery. Unfortunately, the crew will be unable to attend the meeting.

The responding Elk River Police Officers were:

- Officer Brandon Martin
- Officer Augustus Koppi

Matt Paumen was the Sherburne County Dispatcher.

Financial Impact

N/A

Mission/Policy/Goal

The Elk River Vision

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Attachments

None



Request for Action

To
City Council

Item Number
7.1

Meeting Date
May 20, 2024

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Conditional Use Permit: PUD Amendment for Taco
Bell Signage

Reviewed by:
Zack Carlton
Cal Portner
Tina Allard

Action Requested

Approve, by motion, a PUD amendment limiting the freestanding sign height consistent with the C-3 (Highway Commercial) sign ordinance.

Background/Discussion

(Case No. CU 24-05)

The property is zoned Planned Unit Development (PUD) where changes to size regulations (“variances”) require a Conditional Use Permit (CUP) to amend the PUD agreement. The applicant seeks a CUP to allow signage consistent with the C-3 (Highway Commercial) sign ordinance.

On April 15, 2024, the City Council approved an amendment to Section 30-871 essentially capping sign heights to 40 feet above the nearest point grade of the main line of Highway 169. The ordinance also does account for grade changes along Highway 169.

Many commercial properties along Highway 169 that would benefit from this amendment are in PUD districts and the city cannot initiate an amendment to those standards. Landowners within each PUD will need to request an amendment to their sign regulations, as this request is doing.

Planning Commission

During the public hearing, no one spoke for or against the request and staff has not received any comments since the commission meeting. The Planning Commission had no questions or concerns about the request and unanimously recommended approval.

Financial Impact

None

Mission/Policy/Goal

- Meet changing needs - Agile

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Attachments

- I. Planning Commission Memo dated 4-23-2024



Request for Action

To
Planning Commission

Item Number
4.1

Meeting Date
April 23, 2024

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Conditional Use Permit: PUD Amendment for Taco
Bell Signage

Reviewed by:
Zack Carlton

Action Requested

Recommend, by motion, approval of a PUD amendment limiting the freestanding sign height consistent with the C-3 (Highway Commercial) sign ordinance.

Background/Discussion

The property is zoned Planned Unit Development (PUD) where changes to size regulations (“variances”) require a Conditional Use Permit (CUP) to amend the PUD agreement. The applicant is seeking a CUP to allow signage consistent with the C-3 (Highway Commercial) sign ordinance.

On April 15, 2024, the City Council approved an amendment to Section 30-871 essentially capping sign heights to 40-feet above the nearest point grade of the main line of Highway 169. The ordinance also accounts for grade changes along Highway 169.

Many commercial properties along Highway 169 that would benefit from this amendment are in PUD districts and the city cannot initiate an amendment to those standards. Landowners within each PUD will need to request an amendment to their sign regulations, as this applicant has done.

Applicable Regulations

In approving a Conditional Use Permit, the council may impose such specific conditions with regard to the development or operation of the proposed use as it considers necessary to satisfy the seven standards set forth in Section 30-654 and the requirements contained in this article and to promote compatibility with and minimize any potentially adverse effects upon adjacent properties, the neighborhood or the city.

The issuance of a Conditional Use Permit can be ordered only if the use at the proposed location:

1. Will not endanger, injure or detrimentally affect the use and enjoyment of other property in the immediate vicinity or the public health, safety, morals, comfort, convenience or general welfare of the neighborhood or the city.

Allowing an increased sign height will not endanger, injure or detrimentally affect the use and enjoyment of other property in the immediate vicinity or the public health, safety, morals, comfort, convenience, or general welfare of the neighborhood or the city.

Staff do not see a need to impose specific conditions to satisfy this standard.

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2. *Will be consistent with the comprehensive plan.*

The property is guided as Highway Business. The highway business category primarily consists of a mix of auto-oriented retail and service businesses, restaurants, and community and regional-scale shopping centers. Highway business uses are located along Highway 169 and Highway 10 and have high visibility from these corridors. The use is consistent with the Comprehensive Plan.

Staff do not see a need to impose specific conditions to satisfy this standard.

3. *Will not impede the normal and orderly development and improvement of surrounding vacant property.*

The surrounding area is fully developed. The use will not impede the normal and orderly development and improvement of surrounding vacant property.

Staff do not see a need to impose specific conditions to satisfy this standard.

4. *Will be served adequately by and will not adversely affect essential public facilities and services including streets, police and fire protection, drainage, refuse disposal, water and sewer systems, parks and schools; and will not, in particular, create traffic congestion or interference with traffic on adjacent and neighboring public thoroughfares.*

The use will be served adequately by and will not adversely affect essential public facilities and services including streets, police and fire protection, drainage, refuse disposal, water and sewer systems, parks and schools; and will not, in particular, create traffic congestion or interference with traffic on adjacent and neighboring public thoroughfares.

Staff do not see a need to impose specific conditions to satisfy this standard.

5. *Will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons or property because of excessive traffic, noise, smoke, fumes, glare, odors, dust or vibrations.*

The use will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons or property because of excessive traffic, noise, smoke, fumes, glare, odors, dust, or vibrations.

Staff do not see a need to impose specific conditions to satisfy this standard.

6. *Will not result in the destruction, loss or damage of a natural, scenic or historic feature of major importance.*

The proposed signage will be installed in a location that has previously been developed. The use will not result in the destruction, loss or damage of a natural, scenic or historic feature of major importance.

Staff do not see a need to impose specific conditions to satisfy this standard.

7. *Will fully comply with all other requirements of this Code, including any applicable requirements and standards for the issuance of a license or permit to establish and operate the proposed use in the city.*

The use will fully comply with all other requirements of this Code, including any applicable requirements and standards for the issuance of a license or permit to establish and operate the proposed use in the city.

Staff do not see a need to impose specific conditions to satisfy this standard.

If denial of such a permit should occur, it shall accompany recommendations or determinations by findings or a report stating how the proposed use does not comply with the standards set forth in Section 30-654.

Financial Impact

None

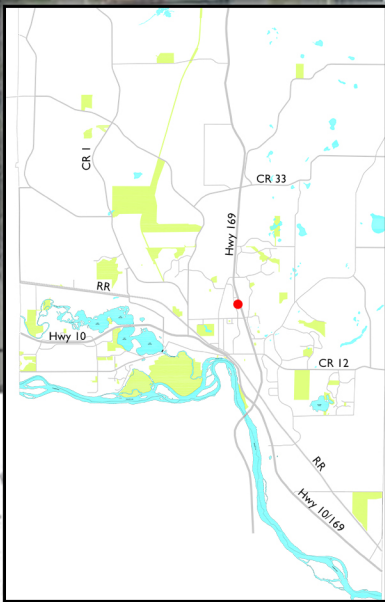
Mission/Policy/Goal

Meet changing needs - Agile

Attachments

1. Applicant's Narrative
2. Location Map
3. Sign Plans

Requesting an Amendment to the Planned Unit Development for Site and Building sign allowances to follow the "C-3 Highway Commercial District" standards as outlined in the City Code.

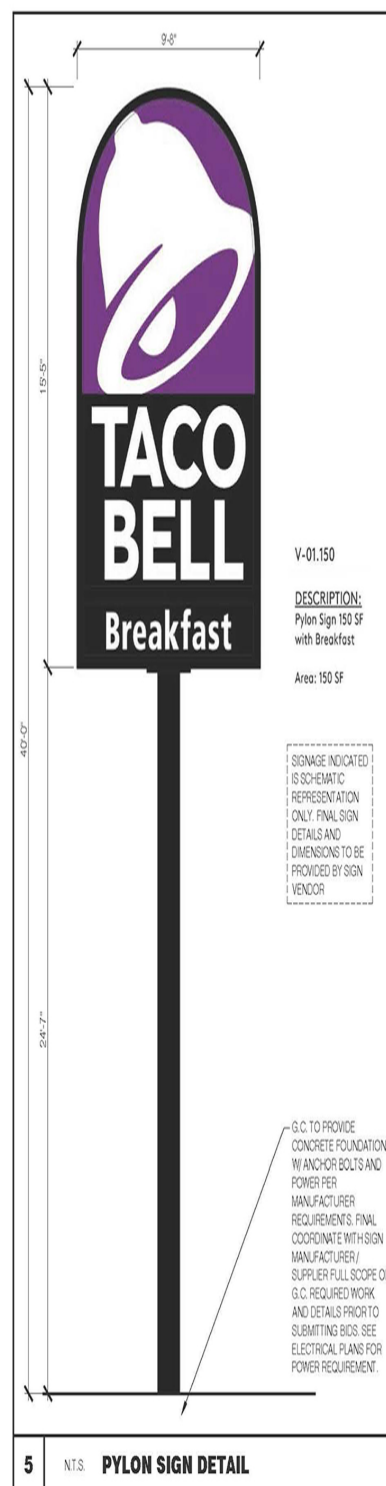


Taco Bell
Conditional Use Permit

Case No: CU 24-05



3 N.T.S. **PROPOSED PYLON SIGN VIEW FROM SOUTHBOUND HIGHWAY 169**





Request for Action

To
City Council

Item Number
7.2

Meeting Date
May 20, 2024

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Variance: Ivan Foxcroft - 20055 Polk Street NW

Reviewed by:
Zack Carlton
Cal Portner
Tina Allard

Action Requested

Hold the public hearing and direct, by motion, staff to prepare a finding of fact denying the variance and return to the next available Regular City Council Meeting.

Background/Discussion

(Case No. V 24-02)

The property is zoned Planned Unit Development (PUD) with the following setbacks from property lines: Front: 35 feet, Side: 20 feet, and Rear: 30 feet. The applicant is requesting a variance to extend 16 feet past the front setback and 10 feet past the side setback of the property. The attached staff report to the Board of Adjustments outlines the five criteria for approval of a variance. The applicant's responses are italicized with staff's comments after.

An initial motion was made to approve the variance that failed by a 2-3 vote. A second motion was made to deny the variance based on setting precedence, general purpose, and intent are not met, altering the essential charter of the locale, and an addition while smaller, could be added without a variance. The Board of Adjustments denied the variance on April 23, 2024, by a 3-2 vote. As the variance was denied, it was automatically appealed to the City Council for their consideration.

No one spoke against the request during the public hearing. Included with the Board of Adjustments staff report are two letters of support, one from the property owner directly adjacent to the subject property on the side where the encroachments would occur.

Since the Board of Adjustments meeting, the applicant shared with staff an alternative plan he will likely build if he is not granted the variance. The new plan meets setbacks but does involve the relocation of the well.

Financial Impact
None

Mission/Policy/Goal

The Elk River Vision

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



- Help, not hinder citizens' quality of life
- Reflect the culture of citizens and what is important to the majority

Attachments

1. Board of Adjustments Packet 04-23-2024
2. Alternative Design



Request for Action

To
Board of Adjustments

Item Number
5.1

Meeting Date
April 23, 2024

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Variance Request: Ivan Foxcroft - 20055 Polk Street NW

Reviewed by:
Zack Carlton

Action Requested

Deny, by motion, the front and side yard setback variance for the following reasons:

1. The general purpose and intent of the ordinance is not met.
2. A garage closer to the street than the other homes/garages on that street will alter the essential character of the locality.

Background/Discussion

The property is zoned Panned Unit Development (PUD) which has the following setbacks from property lines:

Front: 35'

Side: 20'

Garage-side: 20'

Rear: 30'

The applicant is requesting a variance to extend 16 feet past the front setback and 10 feet past the side setback of the property.

Public Hearing

Staff received two letters of support for the requested variance. One of the property owners is directly adjacent to the subject property on the side that the encroachments would occur. They think the proposal looks fantastic and the aesthetic is in keeping with the rest of the subject property and will be an excellent addition to the neighborhood. It also would provide additional privacy to the pool area behind their own house. The other property owner does not feel it will affect the character of the neighborhood.

Applicable Regulation

(The applicant's responses are italicized with staff's notes after.)

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

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

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The addition, in its proposed form, will be more aesthetically pleasing than other options available within the setback criteria. The proposed structure will still be 31.5 feet from the bituminous curb and 16.5 feet from my property line.

The purpose and intent of front yard setbacks is to ensure that buildings are not constructed too close to the street, helping maintain a visually pleasing streetscape with uniformity of structures along a street.

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

The property is guided for residential, and accessory structures are allowed in residential districts and is consistent with the Elk River comprehensive plan.

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

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

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

I think this addition does put the land to reasonable use. In addition, it will create additional privacy for my neighbor and I to the rear of our current properties.

As the staff site plan exhibit shows, most of the property is encumbered by easements, setbacks, the drain field, the well, and a change in topography. The only location for a structure is on either side of the house/garage and to be allowed the square footage this size of lot can typically support, encroachments into the front yard would be required.

While a small accessory structure meeting setbacks could be built, the property owner is trying to utilize his property to its allowed potential, the same as other property owners in the neighborhood can, which the applicant believes is reasonable.

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

The practical difficulty with my parcel of land is as follows:

- A large percentage of the land to the rear of the property is wetland with a 20' setback.*
- The location of my septic tanks and septic drainage field and the 20' setback to these.*
- The acute slope to the side of the property and location of my water well on that slope.*

These factors limit the options available to me and make the proposed area for construction my only viable option.

The property owner bought the property in 2018 in its current configuration with the location of the well, wetland, and septic drain field already in place. These plights are not a consequence of the petitioner's own action or inaction.

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

If anything, I feel it will add to the essential character of the locality.

If approved, the proposed structure will allow the garage door to be at a 90-degree angle to the current garage doors,

*creating a more aesthetically pleasing view from the street and front angles of the property.
It will contribute to additional privacy for my neighbor and I to the rear of our properties.
In addition, it is in line with several other properties in our street that also have garage additions.*

If approved, the proposed garage would be closer to the street than the other homes/garages on that street. As the applicant has stated, a desire of his is to minimize the number of garage doors facing directly toward the street and make it look more like a house, which is more aesthetically pleasing.

Financial Impact

None

Mission/Policy/Goal

- Help, not hinder citizen quality of life
- Reflect the culture of citizens and what is important to majority

Attachments

1. Location Map
2. Applicant's Narrative
3. Rendering
4. Staff Site Plan
5. Letters of Support



Foxcroft
Variance

Case No: V 24-02



V 24-02 Narrative

To Board of Adjustment

I respectfully request that you consider my application for a variance to the setbacks of my property in Polk St NW, Elk River.

I have always dreamed of having a garage large enough to allow for my hobby / passion of restoring, collecting and showing vintage motorcycles in my spare time.

I am finally in a position financially to be able to afford to build one. Unfortunately, due to the constraints of my property, listed below, I am not able to construct a suitably sized building within the current setbacks.

I am requesting a variance to my property setbacks to allow me to build an attached 42' x 30' garage addition.

The proposed garage will extend 16 feet past the front setback and 10 feet past the side setback of the property.

The practical difficulty with my parcel of land is that a large percentage of land to the rear of the property is wetland. In addition to this, the location of my septic tanks and septic drainage field and the required setbacks to those, I am limited to the proposed area, to construct the addition. Please see the attached plan.

The proposed structure will allow the garage door to be at a 90-degree angle to the current garage doors, creating a more aesthetically pleasing view from the street and front angles of the property. Please see attached proposed rendering.

I plan to model the front of the addition to look exactly as the front of the house to create the image of an extension of the dwelling space.

With the addition, my total garage space will be 1956 sq/ft, well within the 2500 sq/ft allotted for my parcel of land.

I have included letters from my neighbors who are all in support of my proposal.

I humbly request a favorable response to this variance request to enable me to add this addition to my property.

Respectfully

Ivan Foxcroft

A variance may be granted by the board only if it finds that:

The variance is in harmony with the general purpose and intent of the ordinance

The addition in its proposed form, will be more aesthetically pleasing than other options available within the setback criteria. The proposed structure will still be 31.5 feet from the bituminous curb and 16.5 feet from my property line.

The variance is consistent with the City of Elk River Comprehensive Plan (discuss with city staff in needed)

The property is guided for residential, and accessory structures are allowed in residential districts and is consistent with the Elk River comprehensive plan.

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

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

I think this addition does put the land to reasonable use, in addition, it will create additional privacy for my neighbor and I to the rear of our current properties.

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

The practical difficulty with my parcel of land is as follows:

- *A large percentage of the land to the rear of the property is wetland with a 20' setback.*
- *The location of my septic tanks and septic drainage field and the 20' setback to these.*
- *The acute slope to the side of the property and location of my water well on that slope.*

These factors limit the options available to me and make the proposed area for construction my only viable option.

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

If anything, I feel it will add to the essential character of the locality.

If approved, the proposed structure will allow the garage door to be at a 90-degree angle to the current garage doors, creating a more aesthetically pleasing view from the street and front angles of the property.

It will contribute to additional privacy for my neighbor and I to the rear of our properties.

In addition, it is in line with several other properties in our street that also have garage additions.





Christopher Yearneau
20079 Polk St NW
Elk River, MN 55330

21st March 2024

Re: Proposed Variance at 20055 Polk St NW, Elk River, MN, 55330

Variance Board,

We have recently reviewed the attached proposed application for variance of Ivan & Zanielle' s garage addition at 20055 Polk St NW, Elk River.

We are their neighbors on the side of the proposed addition to their home.

We have lived in our house for over a year and have developed a great friendship with both Ivan and Zanielle.

We are writing this letter to indicate our support for the variance. We think their proposal looks fantastic, the aesthetic is in keeping with the rest of their property and will be an excellent addition to the neighborhood.

In addition, the proposed garage will provide additional privacy to the pool area behind our house. We support their application and look forward to the addition.

Please don't hesitate to contact us if you require any additional information.

Respectfully:

A handwritten signature in black ink, appearing to be 'Chris', with a stylized, flowing script.

Chris

Support Letter

Darren and Angie Kiser
20113 Polk St Nw
Elk River, MN 55330

March 23, 2024

To whom it may concern:

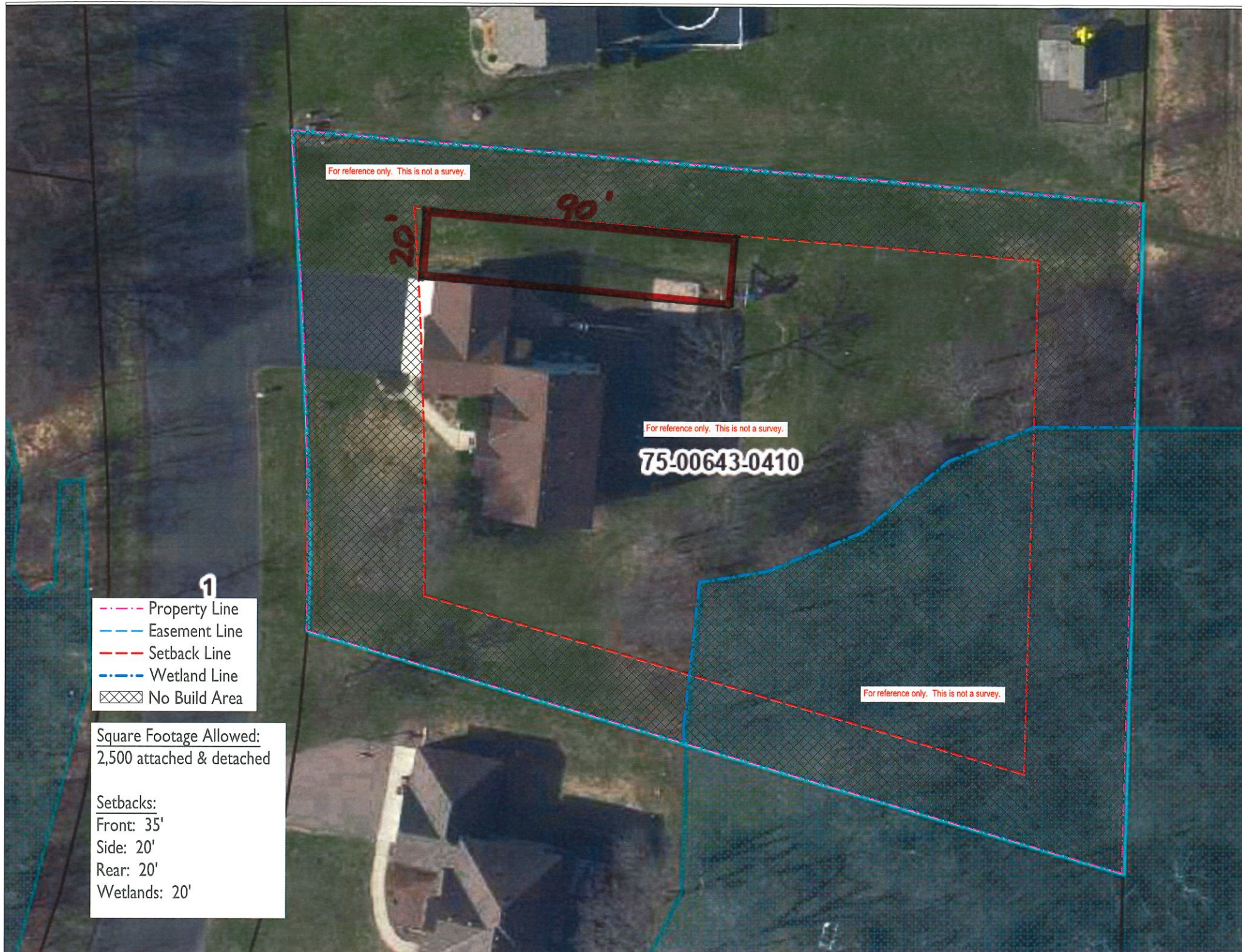
We are writing in support of Ivan & Zanielle's application for a variance on their home 20055 Polk St NW, Elk River, MN, 55330.

We have been neighbors for 5 years and have developed a great friendship with the Foxcroft family. Our kids are really good friends and hang out regularly.

We feel that the proposed addition will in no way affect the general purpose or intent of the land usage, and if granted will improve on the essential character of the locality.

We have reviewed their proposed plan and support the addition to their property.

Respectfully submitted,
Darren & Angie Kiser
20113 Polk St NW
Elk River, MN 55330





Request for Action

To
City Council

Item Number
7.3

Meeting Date
May 20, 2024

Prepared By
Zack Carlton, Community Development Director

Item Description
Preliminary and Final Plat: Natures Edge Business Center Fifth Addition, Heritage Millwork - PID 75-00929-0020

Reviewed by:
Zack Carlton
Cal Portner
Tina Allard

Action Requested

Approve, by motion, the Preliminary Plat of Natures Edge Business Center Fifth Addition.

Adopt, by motion, the resolution approving the final plat of Natures Edge Business Center Fifth Addition, subject to the following conditions:

1. The closing for the purchase of city-owned property occurs in conjunction with the recording of the plat.
2. Park Dedication Fees shall be paid per the city's fee schedule for the one buildable lot. (The current rate is 6% of the county's assessed value).
3. The street names on the plat must be updated to reflect the city's addressing grid.

Background/Discussion

The applicant, Heritage Millwork, is proposing to plat the city-owned property, outlot B, in the Nature's Edge Business Center Fourth Addition Subdivision. The applicant has been working with staff and the City Council to acquire a portion of the parcel to support the development of their light manufacturing operation.

The plat creates two lots, the first of which is a 14.06-acre parcel that will be the site of the proposed light manufacturing operation, and the second will be re-platted as an outlot to support future development. Both lots will be served by city sewer and water and meet all minimum design criteria for a buildable lot in the city's business park zoning district.

The buildable lot will be sold by the city to the applicant. The city will retain ownership of the outlet and continue to market the property for additional business park uses.

The proposed use is a permitted use and will be reviewed under the city's administrative site plan review process. The use does not require a conditional use permit or any additional land use action from the Planning Commission or City Council.

Park Dedication

The city ordinance outlines the cash dedication requirement for the platting of buildable parcels. As one lot will be platted into a buildable lot, park dedication is due for the 14.06-acre parcel. The current rate is 6% of

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the county assessed value.

Applicable Regulations

Plat Requirements

City ordinance section 30-375 outlines the required findings for the approval of a Preliminary Plat.

- 1. The proposed subdivision is consistent with the zoning regulations (article VI of this chapter) and conforms in all respects with all requirements of this Code, including the zoning regulations and this article.* The property is zoned Business Park, and the proposed parcels meet all dimensional requirements. The buildable lot is developable in its current form, but the outlot will need to be re-platted in the future. Development within the subdivision will not be possible with the current application. The proposed subdivision is consistent with all zoning regulations.
- 2. The proposed subdivision is consistent with all applicable general and specialized city, county, and regional plans, including, but not limited to, the city's comprehensive development plan.* The property is guided for business park uses and makes adequate provisions for the protection of the regional stormwater features. The subdivision is also consistent with all applicable plans.
- 3. The physical characteristics of the site, including but not limited to topography, soils, vegetation, susceptibility to erosion and siltation, susceptibility to flooding, and drainage are suitable for the type and density of development and uses contemplated.* The physical characteristics of the site are suitable for the type and density of development and uses contemplated.
- 4. The proposed subdivision makes adequate provision for water supply, storm drainage, sewage transportation, erosion control and all other services, facilities, and improvements otherwise required in this article.* The parcels being platted are served by city utilities, but development may not occur until the proposed light manufacturing use has been approved through the city's site plan review process. Infrastructure and service impacts will be reviewed as part of that process.
- 5. The proposed subdivision will not cause substantial environmental damage.* The subdivision will not cause substantial environmental damage.
- 6. The proposed subdivision will not conflict with easements of record or with easements established by the judgment of a court.* The proposed subdivision will not conflict with easements of record or with easements established by the judgment of a court.
- 7. The proposed subdivision will not have an undue and adverse impact on the reasonable development of neighboring land.* Neighboring lands are large lots of industrial and commercial uses. The proposed subdivision will not adversely impact the reasonable development of neighboring lands.
- 8. The proposed subdivision is not premature. A subdivision is premature if any of the following exists:*
 - a. Lack of adequate stormwater drainage.*
 - b. Lack of adequate roads.*
 - c. Lack of adequate sanitary sewer systems.*
 - d. Lack of adequate off-site public improvements or support systems.*

The subdivision is not premature as the above conditions have been provided for.

Planning Commission

The Planning Commission held a public hearing on April 23, 2024. No one spoke for or against the project during the public hearing. Prior to the Planning Commission meeting, staff received an inquiry regarding the plans for the subdivision, but no concerns were noted.

The Planning Commission unanimously recommended approval of the preliminary plat.

Financial Impact

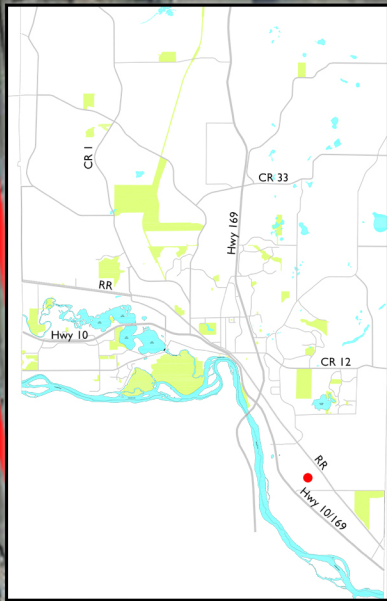
The funds from the property sale will be added to the city's Development Fund and may be used to fund future development opportunities.

Mission/Policy/Goal

Supports the growth and development of the city's business community.

Attachments

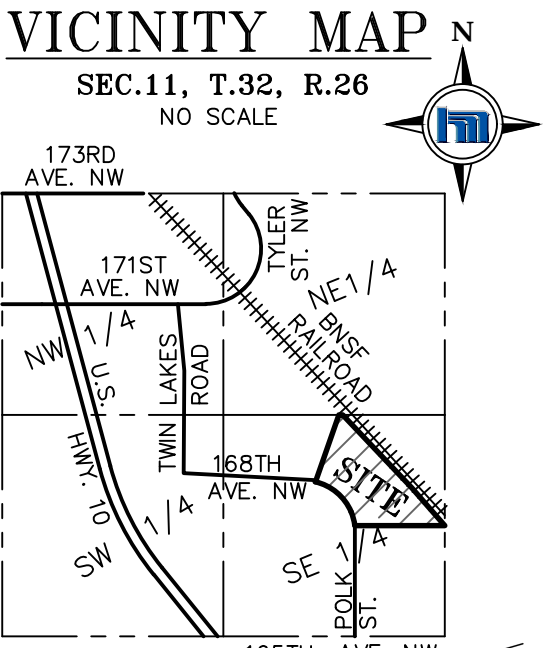
1. Location Map
2. Preliminary Plat
3. Final Plat
4. Final Plat Resolution



Heritage Millwork
Preliminary & Final Plat

Case No: P 24-02
P24-03

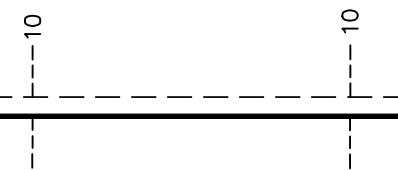
Municipality:	City of Elk River	Building Setbacks:	Front yard: 30 feet Rear yard: 20 feet Side yard: 25 feet
Existing Zoning:	BP - Business Park	Lot Summary:	1 Commercial Lot 1 Outlot
Proposed Zoning:	BP - Business Park	Owner/Subdivider:	City of Elk River 13065 Orono Parkway Elk River, MN 55330 (763) 635-1035 Zack Carlton
Proposed Use:	Urban Business Park	Designer/Surveyor:	Hakanson Anderson Assoc. 3601 Thurston Avenue Anoka, MN 55303 (763) 427-5860
Road Mileage:	NA		
Street Lighting	as required		
Proposed Utilities:	Sewer: Municipal (available) Water: Municipal (available)		
Plat Area:	Total Area: 915,746 Sq.Ft. = 21.02 Acres Proposed ROW: 0 Sq.Ft. = 0.00 Acres Park Area: 0 Sq.Ft. = 0.00 Acres		



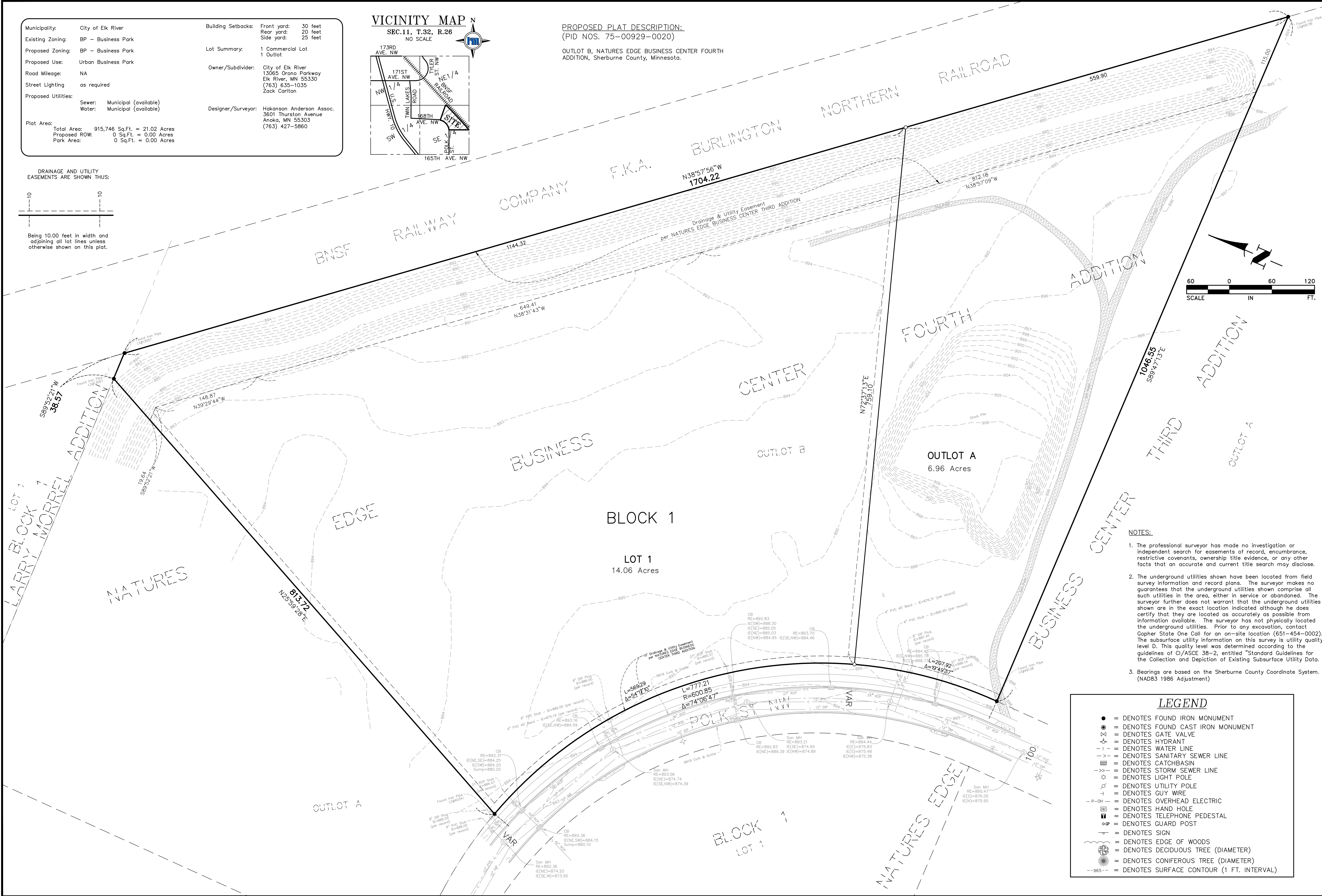
PROPOSED PLAT DESCRIPTION:
(PID NOS. 75-00929-0020)

OUTLOT B, NATURES EDGE BUSINESS CENTER FOURTH ADDITION, Sherburne County, Minnesota.

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



Being 10.00 feet in width and adjoining all lot lines unless otherwise shown on this plat.



- NOTES:
- The professional surveyor has made no investigation or independent search for easements of record, encumbrance, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose.
 - The underground utilities shown have been located from field survey information and record plans. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from information available. The surveyor has not physically located the underground utilities. Prior to any excavation, contact Gopher State One Call for an on-site location (651-454-0002). The subsurface utility information on this survey is utility quality level D. This quality level was determined according to the guidelines of CI/ASCE 38-2, entitled "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data."
 - Bearings are based on the Sherburne County Coordinate System. (NAD83 1986 Adjustment)

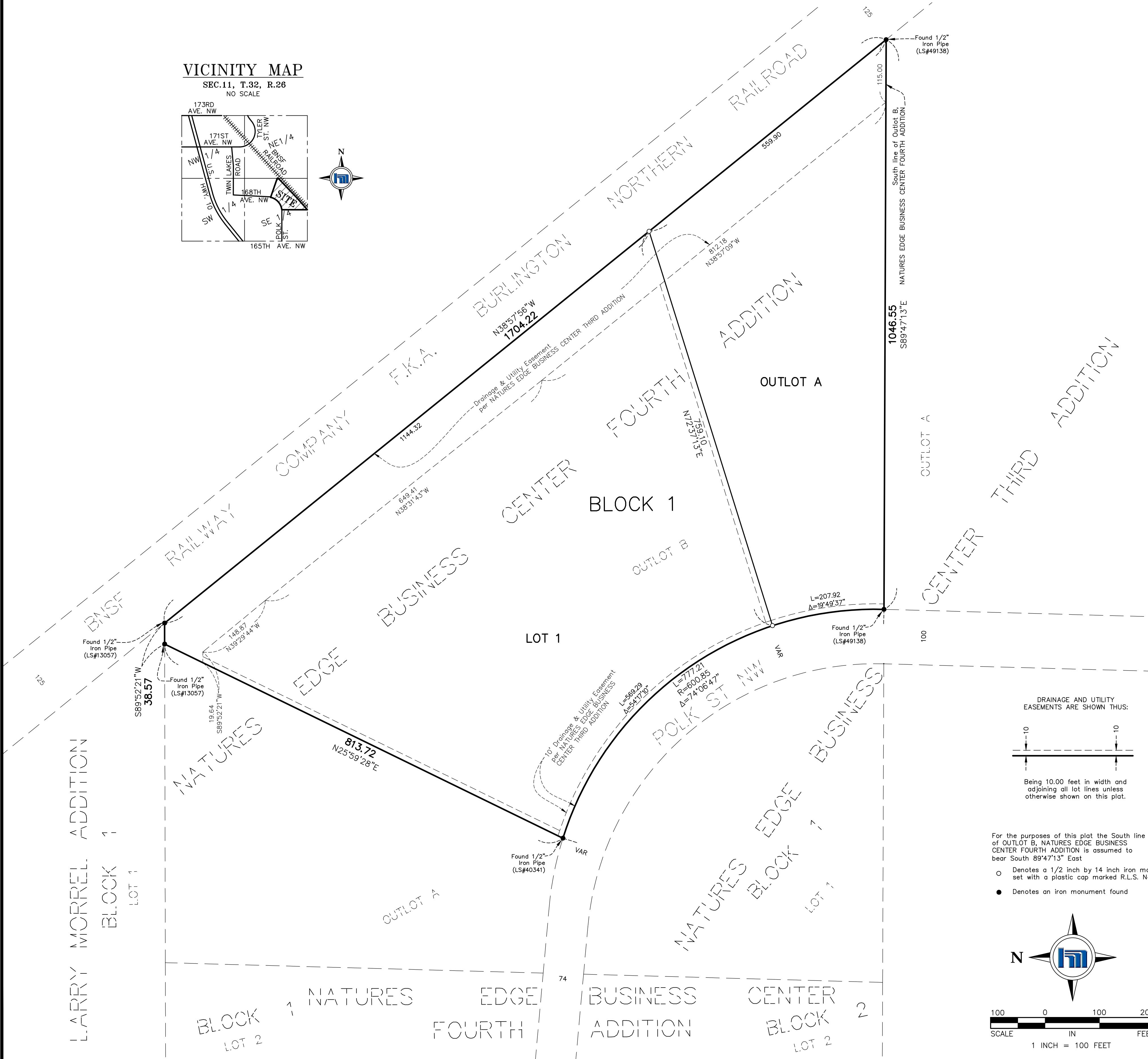
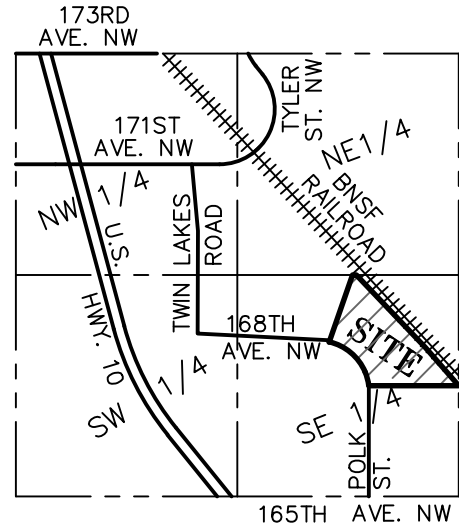
LEGEND

●	= DENOTES FOUND IRON MONUMENT
⊙	= DENOTES FOUND CAST IRON MONUMENT
⊗	= DENOTES GATE VALVE
⊕	= DENOTES HYDRANT
- - -	= DENOTES WATER LINE
- - -	= DENOTES SANITARY SEWER LINE
- - -	= DENOTES CATCHBASIN
- - -	= DENOTES STORM SEWER LINE
⊙	= DENOTES LIGHT POLE
⊗	= DENOTES UTILITY POLE
⊕	= DENOTES GUY WIRE
- P-OH	= DENOTES OVERHEAD ELECTRIC
⊕	= DENOTES HAND HOLE
⊕	= DENOTES TELEPHONE PEDESTAL
⊕	= DENOTES GUARD POST
⊕	= DENOTES SIGN
⊕	= DENOTES EDGE OF WOODS
⊕	= DENOTES DECIDUOUS TREE (DIAMETER)
⊕	= DENOTES CONIFEROUS TREE (DIAMETER)
- - 965 - -	= DENOTES SURFACE CONTOUR (1 FT. INTERVAL)

DESIGNED BY	BW	REVISION		DATE		DATE	03/22/24	FILE NO.	2215.04
DRAWN BY	JU	CHECKED BY	BP						
BOOK		PAGE							
SCALE	1"=60'								
DATE	03/22/24								
FILE NO.	2215.04								
I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Minnesota.									
Gordon Person Mn License No. 49138 Date 03/22/24									
Hakanson Anderson Civil Engineers and Land Surveyors 3601 Thurston Avenue, Anoka, MN 55303 763-427-5860, FAX 763-427-0520 www.haa-inc.com									
OUTLOT B NATURES EDGE BUSINESS CENTER FOURTH ADDITION SHERBURNE COUNTY, MINNESOTA Subject to easements of record, if any.									
Preliminary Plat ~ of ~ NATURES EDGE BUSINESS CENTER FIFTH ADDITION									
SHEET NUMBER 1									

NATURES EDGE BUSINESS CENTER FIFTH ADDITION

VICINITY MAP
SEC.11, T.32, R.26
NO SCALE



KNOW ALL PERSONS BY THESE PRESENTS: That the The City of Elk River, a Minnesota municipal corporation, owner, of the following described property situated in the County of Sherburne, State of Minnesota, to wit:

OUTLOT B, NATURES EDGE BUSINESS CENTER FOURTH ADDITION, Sherburne County, Minnesota.

Has caused the same to be surveyed and platted as NATURES EDGE BUSINESS CENTER FIFTH ADDITION and does hereby dedicate to the public for public use forever the easements as shown on this plat for drainage and utility purposes only.

In witness whereof said City of Elk River, a Minnesota municipal corporation, owner, has caused these presents to be signed by its proper officers this ____ day of _____, 202__.

John J. Dietz, Mayor Tina Allard, City Clerk

STATE OF MINNESOTA
COUNTY OF SHERBURNE

The forgoing instrument was acknowledged before me this ____ day of _____, 202__ by John J. Dietz, Mayor of the City of Elk River.

Notary Public, _____ County, Minnesota
My commission expires _____

I hereby certify that I have surveyed and platted the land, or directly supervised the surveying and platting of the land described on this plat as NATURES EDGE BUSINESS CENTER FIFTH ADDITION; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been set; as of the date of this certification, all wet lands and water boundaries and all public ways are shown and labeled as defined in Minnesota Statutes, Section 505.01, Subd. 3.

Brian Person, Licensed Land Surveyor
Minnesota License No. 49138

STATE OF MINNESOTA
COUNTY OF ANOKA

This instrument was acknowledged before me this ____ day of _____, 202__ by Brian Person, a Licensed Land Surveyor, Minnesota License No. 49138.

Notary Public, _____ County, Minnesota
My commission expires _____

Approved and accepted by the City Council of the City of Elk River, Sherburne County, Minnesota at a meeting held this ____ day of _____, 202__.

Mayor

Clerk

Pursuant to Sherburne County Ordinance Number 006, I hereby certify that this plat has been checked and approved as to compliance with Chapter 505, Minnesota Statutes this ____ day of _____, 202__.

Sherburne County Surveyor

I hereby certify taxes payable in the year ____ on lands herein described are paid in full, and there are no delinquent taxes, and that transfer was entered this ____ day of _____, 202__.

Sherburne County Auditor/Treasurer

I hereby certify that this instrument was filed in the Office of the County Recorder for record on this ____ day of _____, 202__, at _____ o'clock ____ .M. and was duly recorded as Document Number _____.

Sherburne County Recorder





City of Elk River City Council

Resolution 24-_____

A Resolution of the City Council of the City of Elk River Granting Final Plat Approval for Natures Edge Business Center Fifth Addition, Case No. P 24-03

WHEREAS, application has been made for final plat approval, pursuant to Section 30-374 of the Elk River City Code of Ordinances, of the property legally described on attached Exhibit A and hereinafter referred to as “the Property”; and

WHEREAS, a preliminary plat of the Property was approved by the City Council on May 20, 2024; and

WHEREAS, the proposed final plat is consistent with the preliminary plat as approved by the City Council; and

WHEREAS, in October, 2015 the City commissioned a park dedication study prepared by HKGi Consulting to determine the impacts of development on the City’s park system. This study was supplemented with an Appraisal study prepared by Patchin Messner Valuation Consultants in April 2016. The City’s Park dedication ordinance was subsequently amended, in July 2016, to reflect the findings of these studies and to incorporate park dedication fee requirements that reflect the impacts of various types of development on the need for the acquisition, development and improvement of park land. The proposed development is a residential development which will create park land acquisition, development and improvement needs proportionate to the park dedication fee set by the park dedication ordinance; and

WHEREAS, the proposed final plat complies with each of the conditions set forth by the City Council in its approval of the preliminary plat of the Property;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows:

- A. The proposed subdivision is consistent with the Chapter of 30 of the City Code of Ordinances and conforms with all of its requirements.
- B. The proposed subdivision is consistent with all applicable general and specialized city, county, and regional plans including, but not limited to, the City’s Comprehensive Plan.



- C. The physical characteristics of the site, including, but not limited to, topography, soils, vegetation, susceptibility to erosion and siltation, susceptibility to flooding, and drainage are suitable for the type and density of development and uses contemplated.
 - D. The proposed subdivision makes adequate provision for water supply, storm drainage, sewage transportation, erosion control and all other services, facilities and improvements otherwise required herein.
 - E. The proposed subdivision will not cause substantial environmental damage.
 - F. The proposed subdivision will not conflict with easements of record or with easements established by judgment of a court.
 - G. The proposed subdivision will not have an undue or adverse impact on the reasonable development of neighboring land.
- 2. Final plat approval is hereby granted for the Property, subject to the conditions set forth in attached Exhibit B.
 - 3. The officers of the City are hereby authorized, once the conditions set forth in Exhibit B are met and complied with, to sign the final plat for the Property and to issue a certified copy of this Resolution giving final approval of the plat.
 - 4. The owner of the Property is authorized to record the final plat as required by law and shall file proof of said recording with the City. No building permits will be issued for the Property until the final plat is recorded.
 - 5. This final plat approval shall expire two years from the date of this resolution if the final plat is not recorded within that time.

Passed and adopted this 20th day of May 2024.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



**EXHIBIT A
LEGAL DESCRIPTION**

OUTLOT B, NATURES EDGE BUSINESS CENTER FOURTH ADDITION,
Sherburne County, Minnesota.



EXHIBIT B
CONDITIONS OF APPROVAL

1. The closing for the purchase of city-owned property occurs in conjunction with the recording of the plat.
2. Park dedication shall be paid in accordance with the city's fee schedule for the one buildable lot. (The current rate is 6% of the county assessed value).
3. The street names on the plat must be updated to reflect the city's addressing grid.





Request for Action

To
City Council

Item Number
7.4

Meeting Date
May 20, 2024

Prepared By
Zack Carlton, Community Development Director

Item Description
Ordinance 24-12 Amendment: PUD for Bradford Park

Reviewed by:
Zack Carlton
Cal Portner
Tina Allard

Action Requested

Adopt, by motion, an ordinance establishing and outlining the development standards for the Bradford Park Subdivision.

Background/Discussion

The City Council approved the plat and PUD for the Bradford Park Subdivision last year, before the ordinance change amending the city code related to PUDs. The city code now states that PUDs should be established through an ordinance rather than through the CUP process. This change was made to improve the availability of PUD information for residents or developers working within the PUD and to ease future amendments to the PUD district.

While this subdivision was approved under the previous guidance, requiring a PUD agreement rather than an ordinance, staff initiated the ordinance amendment process to codify the PUD standards per the current process. As development of the site has not yet begun, the transition to an ordinance puts the project in a better long-term position for developers, and especially residents, as they begin to establish themselves in the city.

The proposed PUD ordinance incorporates the plans and development standards discussed during the Planning Commission and City Council meetings, including the conditions of approval from the City Council. The City Council packet is also attached for reference.

Planning Commission

The Planning Commission held a public hearing on April 23, 2024. No one spoke for or against the project and the city has not received any comments for or against the ordinance.

The Commission unanimously recommended approval.

Financial Impact

None

The Elk River Vision

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



Mission/Policy/Goal

Simplify city ordinances and policies.

Support the growth and development of the residential community.

Attachments

1. City Council Packet 7-17-2023
2. Ordinance Document - Bradford Park



Request for Action

To Mayor and City Council		Item Number 7.9
Agenda Section Public Hearings	Meeting Date July 17, 2023	Prepared by Zack Carlton, Community Development Director
Item Description Lennar's Bradford Park Subdivision– Property IDs 75-136-1300, 2400, 3100, 3200, 4200, & 4300 a. Zone Change: R1d (Single-Family) to PUD (Planned Unit Development) b. Conditional Use Permit: Establish a Residential PUD for Bradford Park c. Preliminary Plat: Bradford Park	Reviewed by Chris Leeseberg, Senior Planner	
	Reviewed by Cal Portner, City Administrator	

Action Requested

Adopt, by motion, an ordinance rezoning the subject properties from R-1d (single-family residential) to Planned Unit Development (PUD), subject to the condition that Council approves a PUD agreement outlining the standards of the subdivision.

Approve, by motion, the Conditional Use Permit establishing a residential Planned Unit Development (PUD), with the following conditions:

1. A PUD Agreement shall be developed and signed by both parties prior to releasing a final plat for recording.
2. Streets and access must comply with MN State Fire Code Chapter 5 and Appendix D.
3. Staff approval of all site, utility, engineering, and landscaping plans.
4. Submit a phasing plan outlining the anticipated subdivision additions.
5. Hydrants must be spaced to ensure all portions of a residence are within 250 feet of a hydrant.
6. All watermains shall be looped. Dead-end watermains are not permitted.
7. The water main beneath Ivanhoe Parkway shall be continuous along the entire street to the connection beneath CR 40.
8. The water main beneath Ivanhoe Parkway should be increased from an 8" line to a 12", matching the existing pipe size in Miske Meadows.
9. The existing lift station must remain energized throughout the entire construction process.
10. State and local approval of all wetland permits related to the proposed wetland fill.



Figure 1

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11. An internal monotony code for home facades shall be developed and memorialized in the PUD agreement.
12. Construct trails and trail connections as recommended by the Park and Recreation Commission.
13. Mailboxes shall be clustered.
14. The front yard setback of 25 feet shall apply to both streets for all corner lots.
15. Driveways shall be limited to 20 feet wide at the property line.
16. All buildable lots shall include a drainage and utility easement for areas within the 45-foot wetland setback or within 45 feet of the OHW for stormwater ponds.
17. Grading for trails along the pond shall be designed to minimize impacts to existing grades and vegetation.
18. Grading for the trail north of Ivanhoe shall be updated to create a stable platform/bench for the trail. Slopes leading to and from the trail must be reduced to minimize erosion.
19. Landscape plans shall identify an overstory tree in the front yard of every parcel and no more than four of the same tree species shall be on adjacent lots.
20. Add a trail/sidewalk to the southside of Ivanhoe Parkway as it crosses the pond.
21. Complete the trail loop around the central pond as part of this approval of the Bradford Park development.
22. Complete the trail connection from the park trail to the sidewalk near lots 45 and 46.
23. Create a trail connection from the sidewalk near lot 194, between basins J and K, to the trail along the pond. This provides maintenance and pedestrian access.
24. Establish a trail connection through outlot C.
25. The street terminating near lots 38 and 39, shall end in a full cul-de-sac.
26. A sign noting "future through street" shall be posted at all temporary dead-end streets.
27. The cost to construct the central trail, as identified in the attached park and trail exhibit, shall be funded by the city through park dedication funds.
28. The cost to construct the 10-foot trail along Cleveland St NW (CR 40) shall be dedicated to the city and will be used to fund a city project constructing a larger trail project along the corridor.

Approve, by motion, the Preliminary Plat of Bradford Park subject to the following conditions:

1. Council approval of the Conditional Use Permit (CU 23-10) and Zone Change (ZC 23-05) supporting the plat.
2. The PUD agreement for Bradford Park must be recorded.
3. All recommendations from the Parks and Recreation Commission.

Background/Discussion

(Case File P 23-04) The applicant, US Home LLC, (Lennar) has submitted a proposal for a new residential subdivision to be named Bradford Park. The project area includes 250 acres of land immediately south of the Miske Meadows Subdivision, east of Trott Brook Farms, and west of Cleveland Ave (County Road 40). The applicant introduced the project in 2022 through the concept review process. The current application responds to many of the comments made during those meetings.

The proposal seeks approval of 314 single-family parcels ranging between 55 and 65 feet wide. The current development area is generally located north and west of the centrally located pond. The area south and east of the pond is not included in the current request for review and approval. However, the plans include a concept of what the area may look like under a future application. This concept plat shows a denser development style than the current request.

Park and Recreation Commission

The Park and Recreation Commission reviewed this project over the course of three public meetings. The discussions included trail locations and size, additional trail connections, land to be dedicated for park uses, moving lots to accommodate trail and park plans, and cost sharing of a trail.

After a robust conversation on these topics, the Commission made a number of recommendations that will shape the park and trail network. Their recommendations are as follows:

1. The proposed preliminary plat and subsequent final plats shall dedicate a total of 27.37 acres of land to the city for park purposes – there will be no cash dedication with this preliminary plat approval.
2. Move lots #180 through #184 further west within outlot H to create a more centralized access to the planned park at the south end of the pond feature.
3. The regional trail within the development (shown in blue in the attached park exhibit) shall be paid for with a cost sharing agreement between the city and developer using existing Park Dedication Funds.
4. A 10-foot-wide trail connection between the sidewalk on the south side of Road G and the regional trail connection between basins J and K. This trail connection will be paid for by the developer.
5. Approval of the trail layout depicted in the attached park and trail exhibit.
6. A developer funded trail along the west side of Cleveland Ave/CR 40 that will be constructed by the city as part of a larger trail project.

The final costs of the regional trail and the city's cost sharing obligation will not be finalized until the development agreement(s) which approve those public improvements are developed and approved by the City Council. The Park and Recreation Commission will also review all final plats and plan sets as the project is phased in.

Planning Commission and Public Hearing

During the public hearing, five residents spoke and asked questions regarding the project. Questions included impacts to wildlife, tree removals, traffic safety, and intersection designs. Wildlife and natural feature questions were addressed during the Environmental Assessment Worksheet (EAW) review process and included numerous comments from the DNR. Most trees on the property will be removed over the course of development, but this will happen in phases over a period of years. Trees will be added as part of the development process, but it will not replace the number of trees which will be removed. Wildlife will relocate during the phased removal and grading. State standards regarding protected species will be followed at all times.

A traffic analysis was included with the EAW. This was reviewed by city staff and amended based on staff feedback. The analysis identified a need for improvements to the planned intersection with Cleveland Ave and the developer will work with the county on the designs for the turn and bypass lanes.

Additional public comments regarding the overall density of the project were expressed during the comment period. Staff has also met with a resident, Jim Sweazy, who is bordered by the project on three sides. Mr. Sweazy has submitted two comment letters, both of which are included in this staff report. The density concerns question the lot sizes proposed with this project, current plans show lots as small as 55-feet wide, and their placement near private properties. It is important to note that the areas of highest density, attached townhomes, shown during the concept review are not included in the current request for approval. This includes the areas abutting Mr. Sweazy's property.

The Planning Commission discussed the density and overall design of the project. They shared the resident concerns regarding locating density close to private properties and asked how this proposal compares to staff and commission discussions regarding planned ordinance updates to our residential districts. The proposal is

similar in scope regarding lot sizes and ratios but does not distribute the housing types as had been discussed during those conversations. However, the Commission recognized that the proposed plans were generally consistent with the concept plans reviewed in 2022 and were comfortable with the project as proposed. The Commission also made it clear to the developer/applicant that when the phase two preliminary plat request is submitted there will need to be a reduction in the proposed density around the neighboring property lines.

The Planning Commission unanimously recommended approval of all three requests.

Financial Impact

None

Mission/Policy/Goal

Supports the growth and development of the residential and business communities

Attachments

- Planning Commission Packet dated May 23, 2023
- Park and Trail Exhibit
- Public Comment Letters
- Updated Plans Received June 23, 2023
- Development Phasing Plan
- Applicant's Response Letter to Recommended Conditions
- Zone Change Ordinance



Request for Action

To Planning Commission		Item Number 4.4
Agenda Section Public Hearings	Meeting Date May 23, 2023	Prepared by Zack Carlton, Community Development Director
Item Description US Home LLC & Rick Foster – Property IDs 75-136-1300, 2400, 3100, 3200, 4200, & 4300 - Zone Change from R1d (Single-Family) to PUD (Planned Unit Development), Case No. ZC 23-05 - Conditional Use Permit Establishing a PUD for Bradford Park Subdivision, Case No. CU 23-10. - Preliminary Plat of the Bradford Park subdivision, Case No. P 21-08		Reviewed by Chris Leeseberg, Senior Planner
		Reviewed by

Action Requested

Recommend, by motion, approval of a Zone Change that rezones the subject property from R-1d to Planned Unit Development (PUD), subject to the condition that Council approves a PUD agreement outlining the standards of the subdivision.

Recommend, by motion, approval of the Conditional Use Permit establishing a residential Planned Unit Development (PUD), with the following conditions:

1. A PUD Agreement shall be developed and signed by both parties prior to releasing a final plat for recording.
2. Streets and access must comply with MN State Fire Code Chapter 5 and Appendix D.
3. Staff approval of all site, utility, engineering, and landscaping plans.
4. Submit a phasing plan outlining the anticipated subdivision additions.
5. Hydrants must be spaced to ensure all portions of a residence are within 250 feet of a hydrant.
6. All watermain shall be looped. Dead-end watermain are not permitted.
7. The water main beneath Ivanhoe Parkway shall be continuous along the entire street to the connection beneath CR 40.



Figure 1

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8. The water main beneath Ivanhoe Parkway should be increased from an 8" line to a 12", matching the existing pipe size in Miske Meadows.
9. The existing lift station must remain energized throughout the entire construction process.
10. State and local approval of all wetland permits related to the proposed wetland fill.
11. An internal monotony code for home facades shall be developed and memorialized in the PUD agreement.
12. Construct trails and trail connections as recommended by the Park and Recreation Commission.
13. Mailboxes shall be clustered.
14. The front yard setback of 25 feet shall apply to both streets for all corner lots.
15. Driveways shall be limited to 18 feet wide at the property line.
16. All buildable lots shall include a drainage and utility easement for areas within the 45-foot wetland setback or within 45 feet of the OHW for stormwater ponds.
17. Grading for trails along the pond shall be designed to minimize impacts to existing grades and vegetation.
18. Grading for the trail north of Ivanhoe shall be updated to create a stable platform/bench for the trail. Slopes leading to and from the trail must be reduced to minimize erosion.
19. Landscape plans shall identify an overstory tree in the front yard of every parcel and no more than four of the same tree species shall be on adjacent lots.
20. Add a trail/sidewalk to the southside of Ivanhoe Parkway as it crosses the pond.
21. Complete the trail loop around the central pond as part of this approval of the Bradford Park development.
22. Complete the trail connection from the park trail to the sidewalk near lots 45 and 46.
23. Create a trail connection from the sidewalk near lot 194, between basins J and K, to the trail along the pond. This provides maintenance and pedestrian access.
24. Establish a trail connection through outlot C.
25. The street terminating near lots 38 and 39, shall end in a full cul-de-sac.
26. A sign noting "future through street" shall be posted at all temporary dead-end streets.

Recommend, by motion, approval of the Preliminary Plat of Bradford Park subject to the following conditions:

1. Council approval of the Conditional Use Permit (CU 23-10) and Zone Change (ZC 23-05) supporting the plat.
2. The PUD agreement for Bradford Park must be recorded.

Background/Discussion

The applicant, US Home LLC, (Lennar) has submitted a proposal for a new residential subdivision to be named Bradford Park. The project area includes 250 acres of land immediately south of the Miske Meadows Subdivision, east of Trott Brook Farms, and west of Cleveland Ave (County Road 40). The applicant introduced the project in 2022 through the concept review process. The current application responds to many of the comments made during those meetings.

The proposal seeks approval of 314 single-family parcels ranging between 55 and 65 feet wide. The current development area is generally located north and west of the centrally located pond. The area south and east of the pond is not included in the current request for review and approval. However, the plans include a concept of what the area may look like under a future application. This concept plat shows a denser development style than the current request.

Comprehensive Plan

The Comprehensive Plan guides the project area for Mixed-Residential Neighborhood Uses. This designation consists of neighborhoods with multiple housing types, including detached single-family, townhomes, villas (patio homes) etc. The current proposal consists of two different detached single-family lot sizes, and the ghost plats along with the previously reviewed concept proposal includes attached townhome products, increasing the diversity of home styles in the subdivision. With the additional lot styles, the project generally complies with the Comprehensive Plan guidance.

Streets and Trails

The subdivision includes three connections to the Miske Meadows subdivision along the northern property line. These connections will create a seamless transition between the subdivisions, improving access and mobility for future residents of both projects. The street connections meet Twin Lakes Parkway which connects east-west between Cleveland Ave to the east and Twin Lakes Road to the west. The current application proposes to make the connection to Cleveland Ave, along with left and right turn lanes as required by Sherburne County. Finally, there is a planned roadway stub in the southwest corner that will connect to an existing stub in Trott Brook Farms.

As the proposed streets comply with city standards, parking will be permitted on both sides of the street. The applicant has submitted a parking analysis demonstrating sufficient on-street parking, beyond what is provided on the driveways.

All proposed city streets include a sidewalk along at least one side of the street, with Ivanhoe Parkway having a sidewalk on both sides of the street, carrying the standard from Miske Meadows to the north. In addition to the sidewalks, there is a network of trails throughout the development. Trails include a connection to an existing trail in the southwest corner, completing a current dead-end trail in the Trott Brook Farms subdivision. Additional mid-block trail connections are recommended to improve pedestrian mobility between blocks. Finally, the main trail feature is the trail that will circle the pond in the center of the project. This trail includes connections to city sidewalks and the planned city park.

Parcel Design and Layout

The proposed lot widths of 55 feet and 65 feet are both below the city standard of an 80-foot-wide single-family lot, leading to the applicant requesting a PUD to facilitate review and approval. The city has approved a number of projects with 65-foot lots, Miske Meadows and Twin Lakes Estates as nearby examples, but we do not have a subdivision with single-family lots at 55-feet wide.

Concerns with smaller lots noted during the concept review include parking and distance between structures. The parking analysis provided by the applicant shows ample on street parking, but staff recommends limiting driveway widths at the property line to 18-feet to maximize on street parking.

Proposed setbacks are as follows:

Front Yard	25 feet (30 feet is the R-1c standard) Corner lots reduced to 20 feet on non-address street (standard maintains front yard setback along both city streets)
Side Yard	7.5 feet (5 and 10 feet are standard)
Rear Yard	20 feet (20 feet is the standard)

These setbacks are generally consistent with similar projects, but staff recommends keeping the corner lot setback consistent with the front yard setback. The change to the side yard setback maintains the same 15-foot minimum setback that existing single-family districts currently require.

To avoid multiple similar homes being constructed near one another, staff recommends requiring a change to the façade and color frequently throughout the development. The applicant has described this as an internal monotony code and will be developed in partnership with the developer and memorialized in the PUD agreement.

Engineering and Utilities

The engineering plans continue to be reviewed for consistency with city standards, and for concerns related to future public ownership of public improvements. Grading concerns will be discussed with the developer, grading for the trail in outlot E for example, and staff approval of all grading and development plans is included as a condition of approval.

The subdivision is located within the urban service area and all parcels will be served by city sewer and water. In addition to sewer and water, stormwater infrastructure includes a network of stormwater basins and pipes to ensure the project complies with state and local requirements. Upon acceptance of the public improvements, staff will also require the outlots with completed stormwater features be deeded to the city.

Landscaping

The provided landscape plan includes a variety of overstory, evergreen and ornamental trees planted throughout the development. Ordinance requires two trees per residential lot, one of which must be an overstory (shade) tree. The shade tree is required to be in the front yard, and plans will need to be updated to reflect this requirement. Additionally, staff recommend improving the variation of the trees planted along the city street to minimize future disease/insect concerns. Plans should show that no more than 4 of the same species will be planted along abutting lots or across the street. Similar to the internal monotony code applied to home designs and facades.

Applicable Regulations

Zone Change

In reviewing a proposed amendment, consideration shall be given to existing conditions within the area directly and indirectly affected by the proposal, the conservation of property values, the use to which the property affected is being devoted at the time, and relevant provisions, if any, in the land use plan.

The land use plan guides the property for mixed-residential neighborhoods, supporting the proposed use. The zone change allows the applicant to develop at a higher density than what the current zoning ordinance permits. The subdivisions to the north and west were developed under a PUD, specifically permitting smaller lot sizes. As the proposal complies with the Comprehensive Plan and is consistent with nearby properties, the zone change to PUD is recommended for approval.

Conditional Use Permit/PUD

The issuance of a Conditional Use Permit can be ordered only if the use at the proposed location:

1. *Will not endanger, injure or detrimentally affect the use and enjoyment of other property in the immediate vicinity or the public health, safety, morals, comfort, convenience or general welfare of the neighborhood or the city.*

The current project is similar in layout and design as the residential developments to the north and west of the project area. The project area is bordered on the east by County Road 40, with large lot residential across the street. Finally, the south side of the project abuts a large wetland complex with the Spectrum athletic complex beyond that.

The subdivision will not endanger or detrimentally affect the use and enjoyment of other properties in the immediate vicinity as the project continues a similar development pattern as what has been established for this area.

2. *Will be consistent with the Comprehensive Plan.*

The property is guided for mixed-residential use where residential uses are permitted. The proposed use is consistent with the comprehensive plan.

3. *Will not impede the normal and orderly development and improvement of surrounding vacant property.*

There are two developable parcels that abut the project area. The developer has provided ghost plats demonstrating how the parcels can be developed and adequate connections, both street and utility, to those parcels are provided with this subdivision.

4. *Will be served adequately by and will not adversely affect essential public facilities and services including streets, police and fire protection, drainage, refuse disposal, water and sewer systems, parks and schools; and will not, in particular, create traffic congestion or interference with traffic on adjacent and neighboring public thoroughfares.*

As part of the pre-development review the applicant completed a mandatory environmental review (EAW) which did not identify any significant impacts to essential public facilities. The EAW included a traffic analysis and while traffic on the surrounding network will increase as a result of this project, the existing network is not adversely affected. The improvements completed by Sherburne County along CSAH 12 and Twin Lakes Road have improved safety and mobility to support the growth in the area.

There is a new fire station one-half mile north of the development and all sewer and water infrastructure will meet city standards subject to the proposed conditions.

The project also includes a 5.5 acre park that will be dedicated to the city for future park needs in the area and the trails outlined above along with the additional trails recommended in the conditions of approval will create a robust addition to the city's park and trail system.

5. *Will not involve uses, activities, processes, materials, equipment, and conditions of operation that will be detrimental to any persons or property because of excessive traffic, noise, smoke, fumes, glare, odors, dust or vibrations.*

The traffic and parking analysis show that the project will not push public infrastructure beyond design capacities. Construction of the project will create noise, dust, and vibrations, but nothing that should be considered detrimental to any persons or property.

6. *Will not result in the destruction, loss, or damage of a natural, scenic or historic feature of major importance.*

The project proposes to fill a handful of existing wetlands. The impacts have been reviewed by state and local agencies prior to submitting the application, and final approval of the plat and CUP will be subject to compliance with all wetland impact standards.

Additionally, included conditions regarding grading for trail features around the pond are intended to preserve natural and scenic features where feasible. Staff will work closely with the developer when those phases are ready for construction.

7. *Will fully comply with all other requirements of this Code, including any applicable requirements and standards for the issuance of a license or permit to establish and operate the proposed use in the city.*

The conditions included in the recommendation for approval ensure the subdivision will fully comply with all requirements of this code.

Additionally, Sec 30-1564 describes the standards for establishment of a PUD district.

1. *Land will be zoned into the PUD zoning district only upon approval of a concept plan for the PUD, pursuant to the procedure set forth in this section. A PUD will be authorized on land in a PUD zoning district only upon issuance of a conditional use permit, pursuant to the procedure set forth in this section.*

A Conditional Use Permit will be issued in accordance with the above standards.

2. *The uses allowed in a PUD shall be limited to land uses consistent with the city's comprehensive plan and land use map, and to those uses identified in the concept plan for the PUD zoning district and the conditional use permit for the PUD.*

The Comprehensive Plan and land use map guide this area for mixed-residential uses, which includes recommendations for deviations from the current minimum lot sizes to improve housing diversity in new developments.

3. *The area of land to be included in a PUD shall be in uniform control of the applicant.*

The applicant will be in control of all parcels prior to recording the CUP and plat.

4. *A PUD shall be designed to form a desirable unified environment within its proposed boundaries, including uniform design elements, landscaping, lighting and signage.*

The PUD is designed as one project with uniform design elements throughout the project area. Future plans are shown, conceptually, on the overall site plans and have been considered as part of this review.

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.*

Nearby land uses include single-family residential neighborhoods developed with similar standards to the proposed project. All parcels are consistent with the Comprehensive Plan. The PUD will not cause undesirable impacts on adjacent lands and land uses.

6. *A PUD shall be served by adequate transportation, water, sanitary sewer and drainage systems.*

The project area will be served by public services and will not adversely impact transportation networks within the area.

7. *A PUD shall not adversely affect existing or proposed parks, schools, streets or other public facilities.*
Existing public facilities are not impacted by the proposed project and additional park facilities are included in the project.
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.*
The proposal is consistent with densities described in the comprehensive plan, setbacks from public rights-of-way, and design standards for similar developments within city code.
9. *More than one principal building may be constructed on a lot within a PUD if authorized by the council. Unless otherwise permitted by the council, a PUD shall comply with the schedules of dimensional regulations set forth in this article, except that individual lots shall have no less than 80 percent of the minimum area for similar uses.*
The project does not conflict with standards described in city code.

Preliminary Plat

City ordinance section 30-375 outlines the required findings for approval of a Preliminary Plat.

1. *The proposed subdivision is consistent with the zoning regulations (article VI of this chapter) and conforms in all respects with all requirements of this Code, including the zoning regulations and this article.*
The proposed subdivision requires approval of a rezoning application to PUD along with a CUP that establishes the PUD. These changes will allow the development to deviate from strict interpretation of specific standards outlined in the ordinance. The deviations reviewed for this project generally relate to lot sizes and setbacks.

Provided the zoning is amended to PUD, and recommended conditions are included, the proposed subdivision is consistent with all zoning regulations.
2. *The proposed subdivision is consistent with all applicable general and specialized city, county, and regional plans, including, but not limited to, the city's comprehensive development plan.*
The subdivision is consistent with all applicable plans.
3. *The physical characteristics of the site, including but not limited to topography, soils, vegetation, susceptibility to erosion and siltation, susceptibility to flooding, and drainage are suitable for the type and density of development and uses contemplated.*
The physical characteristics of the site support the proposed use. The wetland impacts will be reviewed by the city and state through the established review process. Stormwater features, including a network of pipes and basins, will ensure water leaving the site, and flowing on to adjacent properties, is generally consistent with present day metrics.
4. *The proposed subdivision makes adequate provision for water supply, storm drainage, sewage transportation, erosion control and all other services, facilities and improvements otherwise required in this article.*
The subdivision includes public utilities and stormwater infrastructure that meets city requirements. Additional permits required to comply with erosion control standards are a required and must be secured prior to building permit issuance.

5. *The proposed subdivision will not cause substantial environmental damage.*

The wetland impacts have been and continue to be under review. Approval of those impacts is included as a condition of approval. The development is also required to comply with setback standards outlined in the ordinance as they relate to wetlands and stormwater ponds.

6. *The proposed subdivision will not conflict with easements of record or with easements established by judgment of a court.*

There are no conflicts with easements of record.

7. *The proposed subdivision will not have an undue and adverse impact on the reasonable development of neighboring land.*

The proposed subdivision will not impact reasonable development of neighboring land.

8. *The proposed subdivision is not premature. A subdivision is premature if any of the following exists:*

a. *Lack of adequate stormwater drainage.*

b. *Lack of adequate roads.*

c. *Lack of adequate sanitary sewer systems.*

d. *Lack of adequate off-site public improvements or support systems.*

The subdivision is not premature as the above conditions have been provided for.

In reviewing the standards for approval of a Zone Change, Conditional Use Permit, Planned Unit Development, and Preliminary Plat, the proposed project meets the standards, and is recommended for approval with the outlined conditions.

Financial Impact

None

Mission/Policy/Goal

Supports the growth and development of the residential and business communities

Council Meeting

If acted on, this item will go to the June 20, 2023, City Council meeting.

Attachments

- Location Map
- Applicant's Narrative
- Site Plans and Preliminary Plat
- Ghost Plats



US Home LLC/Rick Foster

Zone Change, Conditional Use Permit, Plat

Case No: ZC 23-05
CU 23-10
P 23-04



Mr. Zack Carlton, AICP
Planning Director
City of Elk River, MN

April 24, 2023

Dear Zack,

Lennar is pleased to submit this application requesting a zone change, PUD, preliminary plat, and phase 1 grading permit for Bradford Park, located at the intersection of Twin Lakes Parkway and Cleveland Street/CSAH HWY 40. A detailed description of the neighborhood is below.

General description & Background

The City of Elk River reviewed a concept plan with 409 single family homes and 128 townhomes in summer of 2022. The townhomes are all located on the eastern portion of the site, adjacent to Cleveland Street. During winter of 2022/2023 Lennar and the City completed an EAW that analyzed environmental impacts for up to 613 single family homes. This preliminary plat and PUD application are the next steps in securing land entitlements to begin development work in 2023.

Bradford Park is proposed as a residential neighborhood that will incorporate a mixture of housing types to achieve lifecycle housing for various life stages and income levels. By offering home choices that target various demographics (young families, single adults, divorcees, empty-nesters or retirees), a true “aging in place” community can be achieved. The community includes 4 different single-family products with varying garage sizes, bedrooms, bathrooms, and square footages.

It should be noted that only the 55’ and 65’ single-family detached homesites in the western portion of the neighborhood are being preliminary platted at this time. The townhomes and smaller single-family homes will be confirmed and platted in future phases. A brief description of the proposed single-family homes on the west side of the community is below:

Lot width: 55’ and 65’

Unit Width: 28’ to 50’

Basement foundations: Walkout, Lookout, Full Basement or Slab on grade

Square footages: Approximately 1,500 – 3,500 square feet

Garages: 2 or 3 stall

Beds/Baths: 3+ beds, 2+ baths

Additional Options: Screened porches, decks, morning rooms

Exterior architectural materials consist primarily of vinyl siding with composite stone accents. These materials are designed to withstand the elements and incorporate decorative features on the elevations such as different textures or colors, window trim and/or grids, shutters, pilasters, gables and brackets,

and porch railings. All color packages are varied to avoid monotony and bring visual interest and unity to the streetscape.

Open Space Dedication & Amenities

Bradford Park provides a unique opportunity to locate and preserve natural amenities centrally within the neighborhood while fostering connections with surrounding areas.

The central focal point of the entire community is a loop trail centered on large ponds created by prior mining activities. The trails will be utilized by Elk River residents for walking, skating, or biking. Sidewalk and trail connections are provided to Miske Meadows to the north, Cleveland Street to the northeast, and Trott Brook to the southwest. The waterfront trail loop also features several areas that can be programmed by the City as “miniparks” with further enhancements such as benches, lights, picnic tables, outdoor workout equipment, or just left as passive open spaces to enjoy the waterfront views, aquatic wildlife, and vegetation. These areas range in size from roughly 10,000 square feet to 25,000 square feet. Several of the minipark areas are anticipated to be true vista points due to the varied elevations and proximity to the water. The minipark areas along the eastern mining ponds could be oriented in a south/west facing direction, maximizing viewsheds corridors of the waterfront, especially at and sunset.

The City may also choose to program the ponding areas with aquatic amenities such as paddle boating, kayaking, or paddle boarding.

Based on park and open space dedication requirements, Bradford Park will be required to have approximately 39 acres of dedicated open space. As proposed, Bradford Park will dedicate about 97 acres of preserved and programmable open space on-site. This includes 5.6 acres for a city park, approximately 29 acres of additional upland that incorporate almost 2 miles of paved trails, the waterfront/mining pond area, and the south-central wetland complex that can be established as a natural preserve area (primarily within Outlot J).

This multitude of unique site features, coupled with an integrated trail network, provides an abundance of programmable or passive open space opportunities on land or water, and will make Bradford Park a sought-after destination in Elk River for years to come.

Environmental and Wetland preservation

To evaluate environmental impacts, an EAW was prepared and circulated to the Minnesota Environmental Quality Board and was approved by City Council in March of 2023. The EAW analyzed approximately 14 environmental topics to identify potential adverse environmental impacts. The EAW concluded that no significant impacts would occur as a result of development of this neighborhood, and responses to comments were provided by the City in the Findings of Fact.

The entire site totals approximately 253 gross acres. However, only 121.5 acres will be developed for streets and homesites. This means that over 50% of the site will remain green space. Further, there are approximately 53 acres of wetlands on-site, of which 2.71 acres will be impacted, meaning roughly 95% of the wetlands on-site will be preserved.

Landscaping

Landscaping is an important feature in any community design. It softens the hard edges of the built environment while providing shade and visual aesthetics. The master landscape plan for the western portion of this community proposes well over 700 trees in this portion of the community along streets, on homesites, within outlots, and serving as screening in various areas.

Schedule & Conclusion

With the submittal of this Preliminary Plat and PUD, Lennar is excited to work with Elk River to secure entitlements and begin earthwork in summer of 2023. Lennar anticipates moving forward with a Final Plat, as well as some utility and streetwork in the northwest portion of the site in early fall of 2023. It is our understanding that Twin Lakes Parkway will be completed in the summer of 2023, right around the time site grading could begin.

We truly believe that Bradford Park will be a residential community that both the City of Elk River and Lennar can be proud of, and we are excited to deliver a new Lennar community in Elk River. We thank City staff and officials for their project input and support, and look forward to creating Bradford Park.

Please feel free to contact me with questions.

Respectfully submitted,



Paul J. Tabone
Land Entitlement Mgr
Lennar Minnesota

5/22/2023

Lennar Zone Change

Please consider the following and let me know why this shouldn't be addressed before approval;

I'm Jim Sweazey. My wife, Sharon and I own the property on the south west side of Cleveland that intersects the proposed second phase of this development.

We feel that this preliminary plan cannot be approved without consideration of the impact of the next phase.

These planned unit developments have a mixture of housing types but phase 1 only has the larger home sites.

Our concern is if these smaller high density buildings are not in this phase then where will they be located? It would be irresponsible to approve this application without considering the development as a whole.

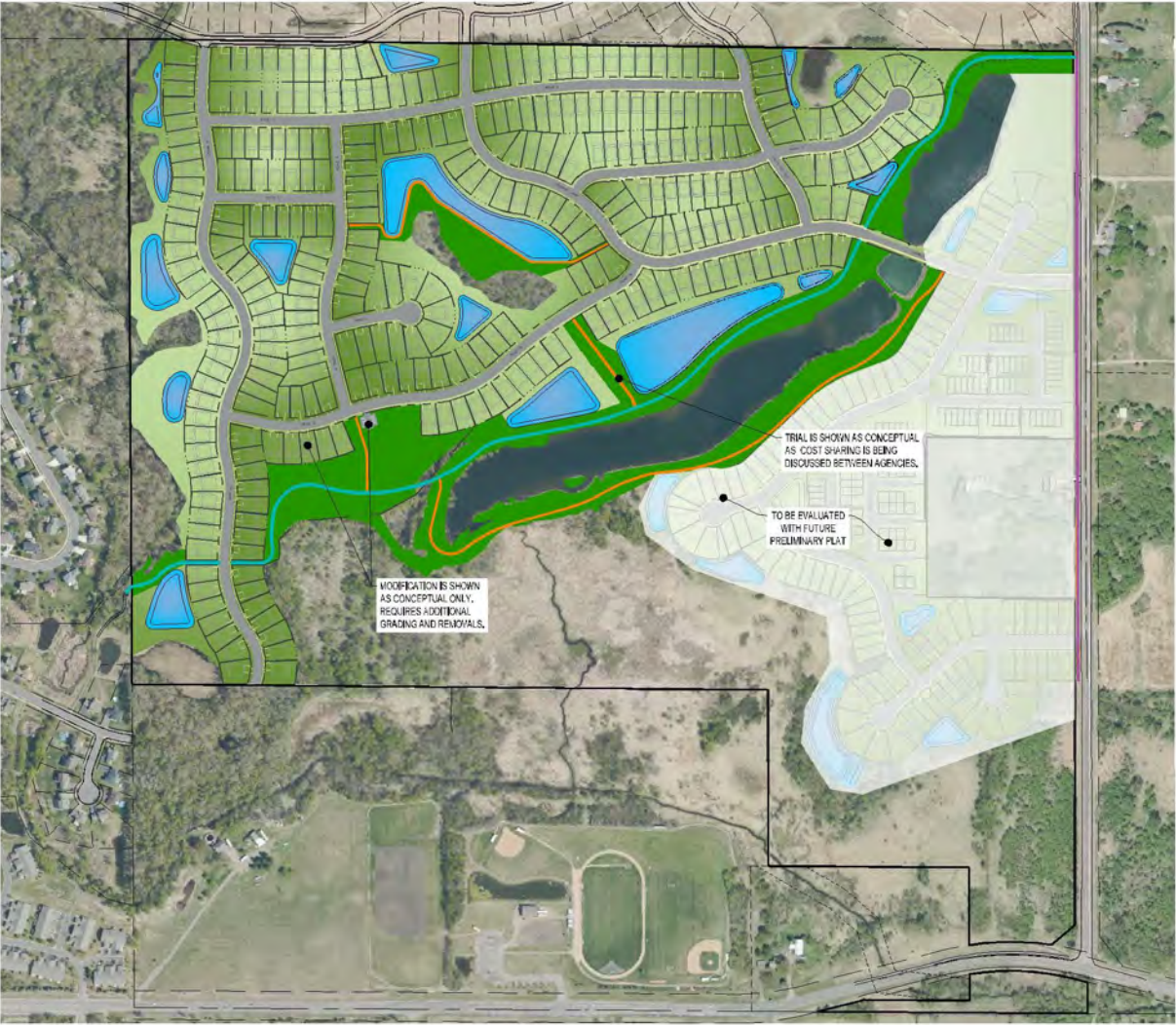
Personally our issue is locating them on all three side of our property. If this would greatly impact our property values and quality of life. Zoning ordinances are meant to keep this from happening.

This loss of value can easily be demonstrated by builders own action including this development. They will not build high density housing near single family homes without a separation with ponds, trees, or sometimes larger lots. I have searched the existing developments in the area and only found one near the elementary school. This makes good sense. It maintains the value of single family home lots that often require a premium charge. If developers won't do this around their own property they should not be allowed to do it to others. They would be taking my property value and profiting by it for themselves.

We don't fault them for proposing this, corporations are in business to make a profit but it is the duty of the city to protect citizen's rights.

Much of the planned multilevel townhouses would be close to and tower over my current home. From my experience these often becomes rental property.

BRADFORD PARK



LEGEND

- UPLAND PARK AREA (1,192,319 SF / 27.37 AC)
- TRAILS AND WALKWAYS (4,977 LF)
- WATER FEATURE (627,300 SF / 14.40 AC)
- REGIONAL TRAIL ELIGIBLE FOR TRAIL CREDIT AT CONSTRUCTION COST (4,860 LF)
- TRAILS TO BE CONSTRUCTED BY OTHERS



5/22/2023

Lennar Zone Change

Please consider the following and let me know why this shouldn't be addressed before approval;

I'm Jim Sweazey. My wife, Sharon and I own the property on the south west side of Cleveland that intersects the proposed second phase of this development.

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We don't fault them for proposing this, corporations are in business to make a profit but it is the duty of the city to protect citizen's rights.

Much of the planned multilevel townhouses would be close to and tower over my current home. From my experience these often becomes rental property.

Open casual discussion. Stop me with questions or comments.
Sometimes I assume there is understanding when I don't provide enough detail. My expectation is that I will be called out for anything that I'm wrong about.

My point is not subjective, not conjecture but is verifiable and fact based. There are two major components. 1. It is irresponsible to move forward with the approval process of Phase 1 without careful consideration of the impact on Phase 2. *Reference The Request for action 4.4. page 4 bottom.* 2. For obvious reasons developers will not build high density buildings next to their single family homes. (premium value of lot, desirability) I have examples.

Only Phase 1?

We believe this approval process is set up to only address Phase 1. Therefore, this needs to be addressed before the impact to our property is discussed;

- I believe we should look at the total development before Phase 1 is approved
- Would the Planning commission only deal with Phase 1??
- Specific criteria not being met in Phase 1. Mix of housing?
- No reasonable person or company would approve a contract that doesn't meet requirements and relies on unspecified, undefined data
- Example: 1. House build- no kitchen in plan- we will talk about that latter 2. Road-first half is dependent on second half that we can't include in approval process.

- Phase 1 cannot stand on its own –doesn't meet requirements. *Reference The Request for action 4.4 page 4 bottom*
- Lennar can do what they want until it effects neighbors *Ref Page 1 "only if it does not detrimentally affect ...other property*
- Has this been done before- Precedence
- The definition of PUD includes the word "integrated". This plan would segregate the High density (Apartments). And should have close proximity to shopping. This plan has them the furthest away from shopping.
- Approval would be like a thief getting off on a technicality. (Can't consider Phase 2?)

High density next to single family?

1. All I'm asking is to treat me the same as builders treat themselves
 - I have examples of developments around this project including this plan.
 - Can we get examples from Lennar?
2. Do the citizens want developments with small lots and high density housing? Profit for Lennar, property taxes, affordable housing? What about quality of life and city?
 - I have read that the most livable/ desirable neighborhood in Twin Cities has large lots (Edina)
 - A city council member was quoted as saying "Large lots is one of the good things about Elk River"
3. This corporation is taking my property my value (My realtor said the high density housing would be reducing my property value by

100K) Lennar would make many times that in profits for themselves.

4. High density housing (Townhouses) become rental housing. Renters don't take care of property. Could Lennar rent them if economy is bad??
5. Standard lot width if 80 ft plan allows 55ft.
 - Houses get bigger-lots smaller
 - Fire hazard

Questions:

Did planning committee say they were only going to act on phase 1??

Audio have anything that would help me??

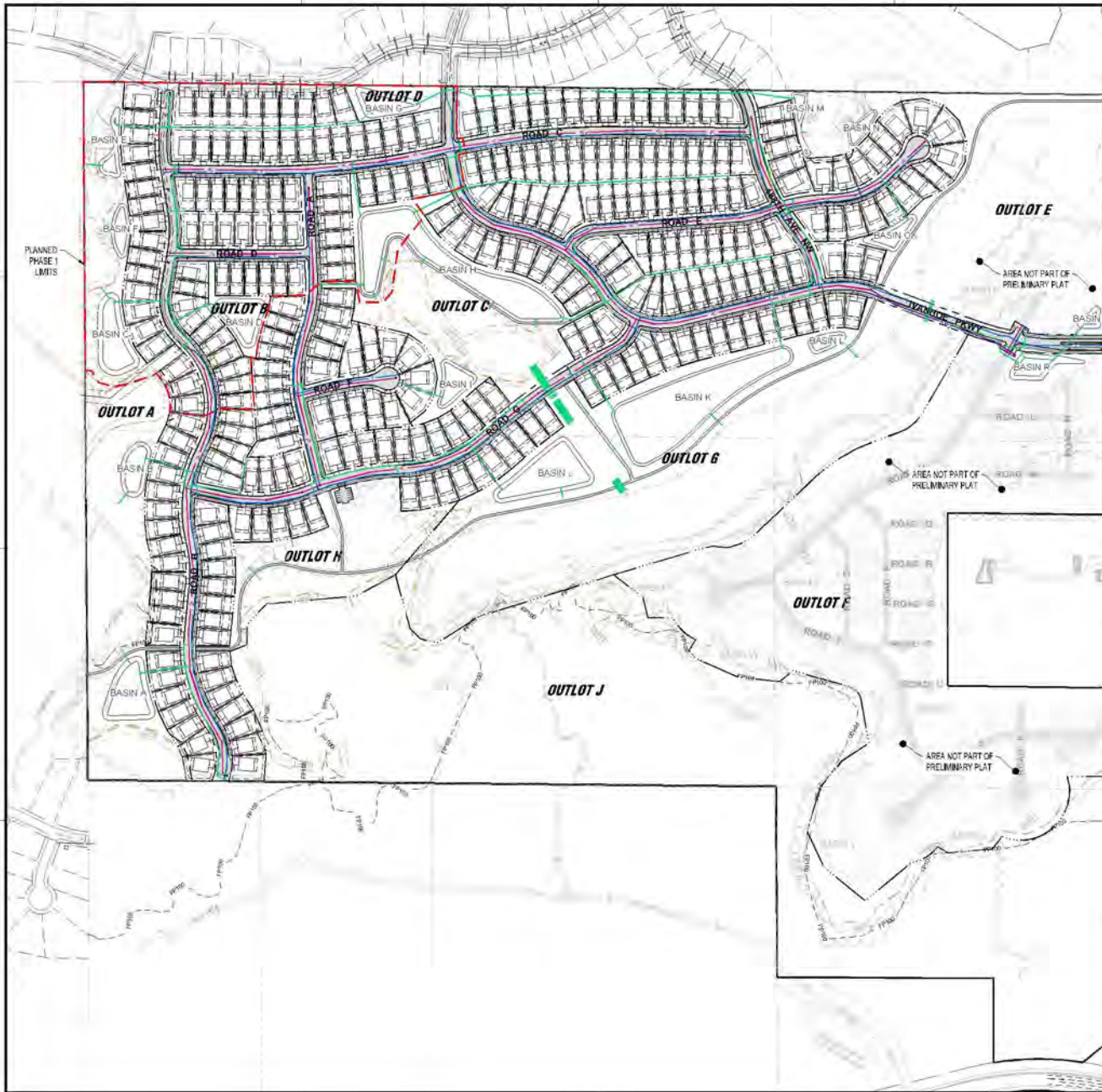
ISG PROJECT # 22-26553



TITLE SHEET

TITLE SHEET

OF 65



SITE DATA	
ZONING:	PUD-PLANNED UNIT DEVELOPMENT
2040 LAND USE:	LOW-DENSITY RESIDENTIAL
GROSS AREA:	11,000,000 SQ. FT. 252.7 AC
GROSS SITE DENSITY:	508 / 252.7 = 2.01 DPA
WETLAND AREA:	2,287,122 SQ. FT. 52.2 AC
WETLAND IMPACTS:	117,986 SQ. FT. 2.71 AC
NET WETLAND AREA:	2,169,136 SQ. FT. 50.0 AC
NET AREA:	8,712,878 SQ. FT. 200.0 AC
NET SITE DENSITY:	535 / 200.0 = 2.68 DPA
PROPOSED ROW:	11,012,280 SQ. FT. 252.9 AC
ROAD EASEMENT:	131,435 SQ. FT. 3.01 AC
OUTLOT AREA:	1,800,000 SQ. FT. 41.3 AC
"LOTS AREA = GROSS AREA - WETLAND AREA - OUTLOT AREA"	
NET DENSITY IN THE CALCULATIONS ABOVE IS INCLUDING THE ENTIRE SITE INCLUDING THE GHOST PLAT AREAS.	

DEVELOPMENT REGULATIONS (PUD)	
SINGLE FAMILY LOTS	
FRONT SETBACK	25.0'
SIDE SETBACK	7.5'
REAR SETBACK	20.0'
CORNER SETBACK	20.0'

SITE SUMMARY				
LOT TYPES	UNIT COUNT	TYPICAL LOT WIDTH	TYPICAL LOT DEPTH	TYPICAL LOT AREA
MIN. 55' SINGLE FAMILY LOTS	112	55'	130'	7,150 SF
MIN. 60' SINGLE FAMILY LOTS	202	60'	130'	8,450 SF
TOTAL UNITS	314			

GHOST PLAT SUMMARY				
LOT TYPES	UNIT COUNT	TYPICAL LOT WIDTH	TYPICAL LOT DEPTH	TYPICAL LOT AREA
MIN. 45' SINGLE FAMILY LOTS	40	45'	130'	5,950 SF
MIN. 50' SINGLE FAMILY LOTS	61	50'	130'	7,150 SF
QMA TOWNHOME LOTS	48	32'	40.33'	1,482.5 SF
LIBERTY TOWNHOME LOTS	72	25'	70'	1,750 SF
TOTAL UNITS	221			



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WHITNEY M.S. BEHNY

DATE: 09/20/2023 UC: NO. 80768

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PROJECT:

LENNAR HOMES

BRADFORD PARK DEVELOPMENT

ELK RIVER MINNESOTA

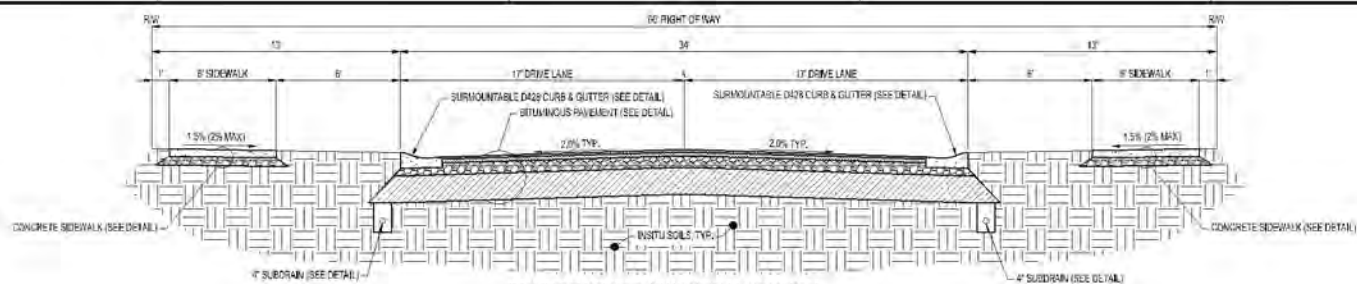
REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.: 22-26553
FILE NAME: 26553 - 2 OVERALL (PPLOT)
DRAWN BY: TTK
DESIGNED BY: TTK
REVIEWED BY: WB
ORIGINAL ISSUE DATE: 2023-10-26
CLIENT PROJECT NO.: -

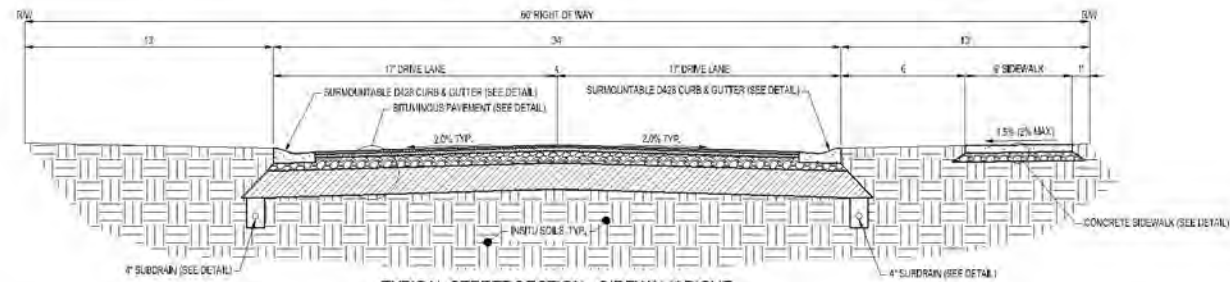
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OVERALL SITE PLAN

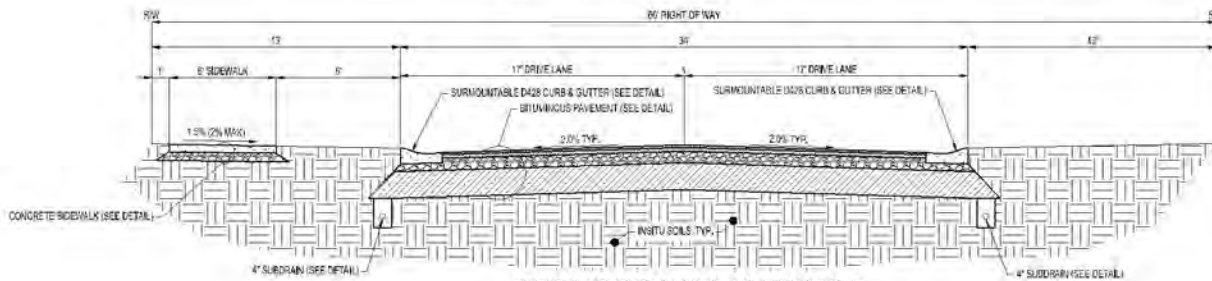
SHEET: **2** OF 65



IVANHOE STREET NW TYPICAL SECTION
NTS



TYPICAL STREET SECTION - SIDEWALK RIGHT
NTS



TYPICAL STREET SECTION - SIDEWALK LEFT
NTS



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BRADFORD PARK
DEVELOPMENT**

ELK RIVER MINNESOTA

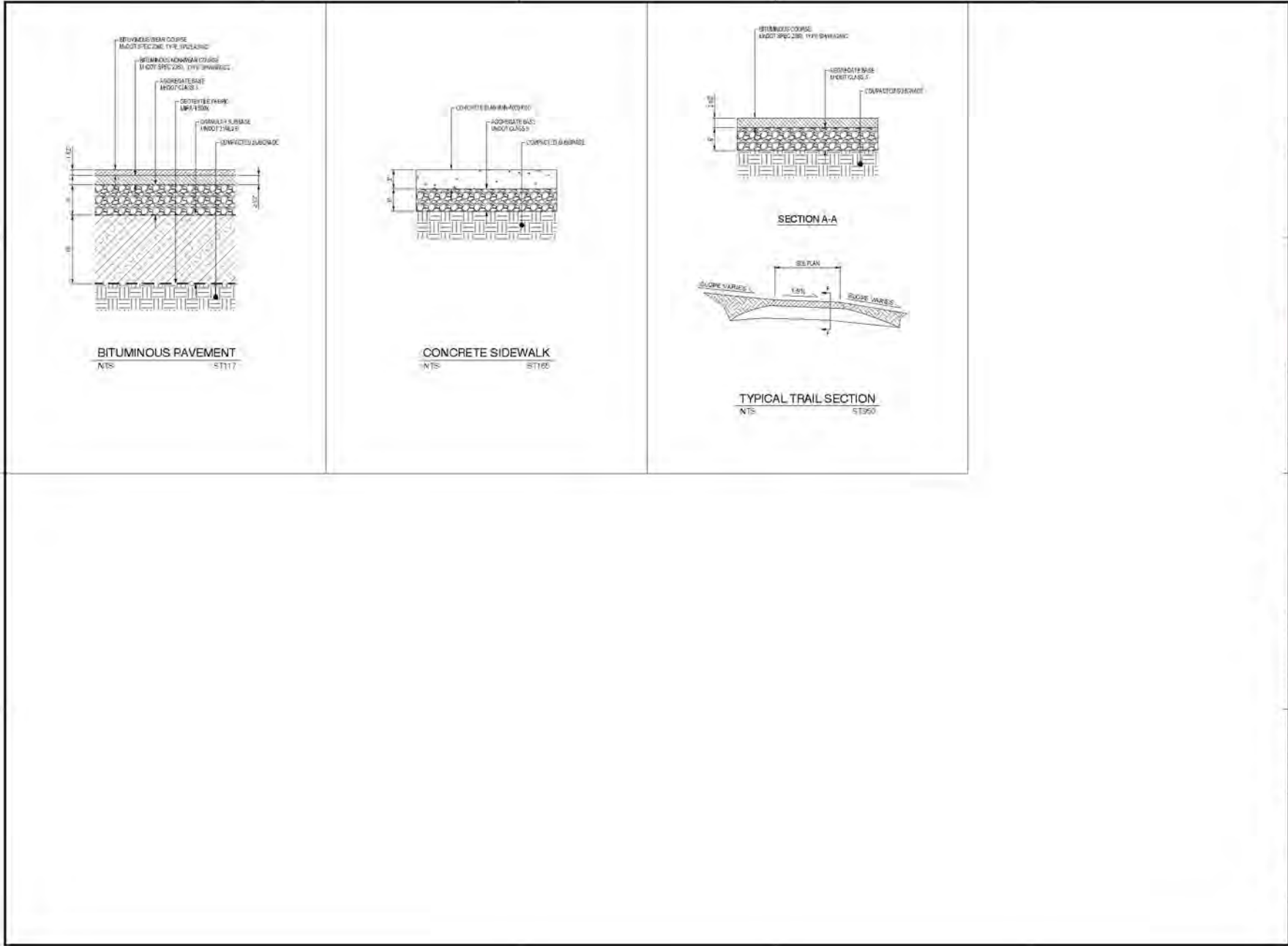
REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO: 22025503
FILE NAME: 39903 - 3 DETAILS (PLAN)
DRAWN BY: TTK
DESIGNED BY: TTK
APPROVED BY: WB
ORIGINAL ISSUE DATE: 2023-10-26
CLIENT PROJECT NO: -

TITLE:
SITE DETAILS

SHEET
3 OF 65

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BRADFORD PARK DEVELOPMENT

ELK RIVER MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.: 22025503
FILE NAME: 39503-3 DETAIL (PLAN)
DRAWN BY: TTK
DESIGNED BY: TTK
APPROVED BY: WB
ORIGINAL ISSUE DATE: 2023-10-26
CLIENT PROJECT NO.: -

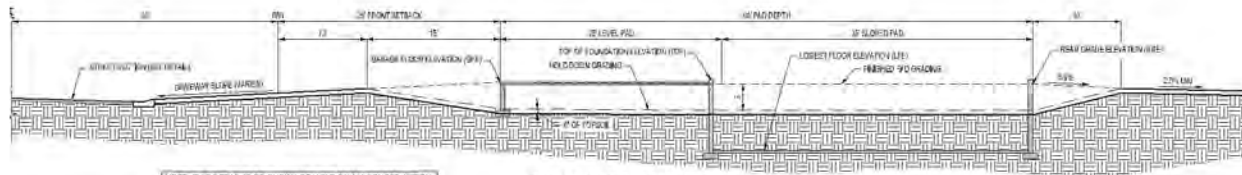
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SITE DETAILS

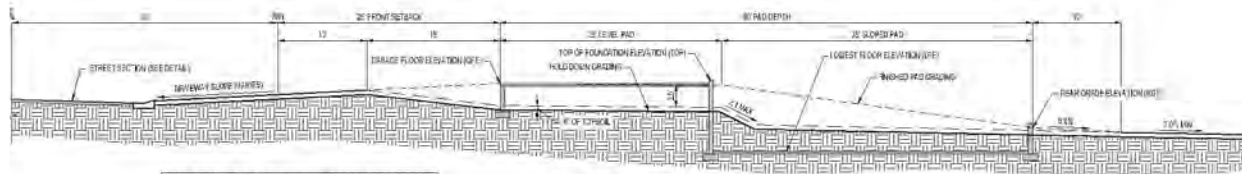
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4 OF 65

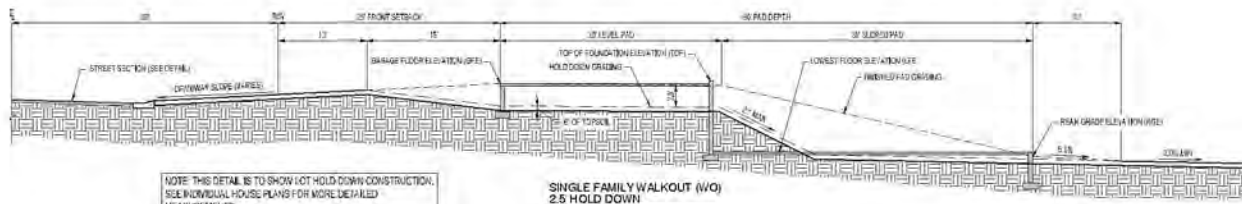
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**SINGLE FAMILY FULL BASEMENT (FB)
3.0' HOLD DOWN**
N/A



**SINGLE FAMILY LOOKOUT (LO)
2.5' HOLD DOWN**
N/A



**SINGLE FAMILY WALKOUT (WO)
2.5' HOLD DOWN**
N/A



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DEVELOPMENT**

ELK RIVER MINNESOTA

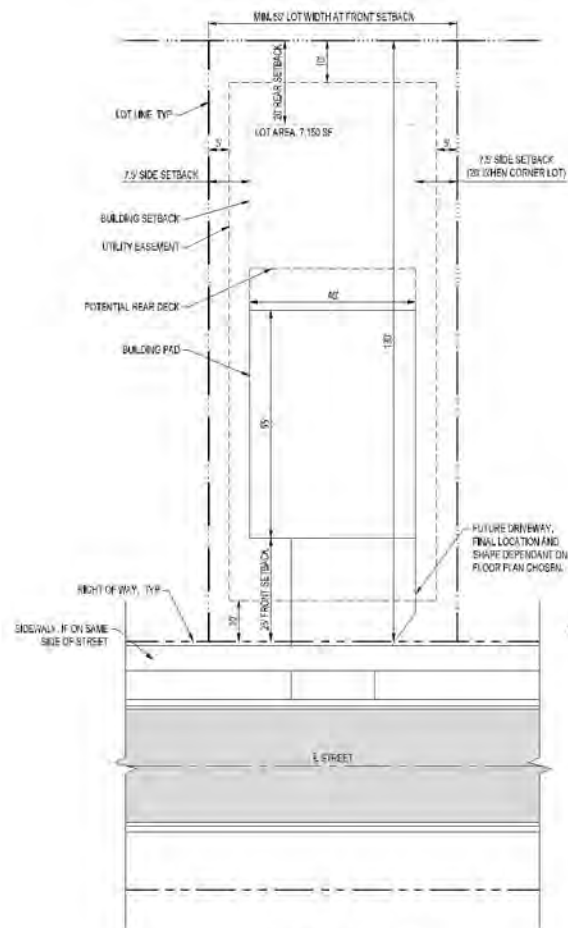
REVISION SCHEDULE		
DATE	DESCRIPTION	BY

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FILE NAME: 39903-3 DETAILS (PHLAD)
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DESIGNED BY: TTK
APPROVED BY: WD
ORIGINAL ISSUE DATE: 2023-10-26
CLIENT PROJECT NO.: -

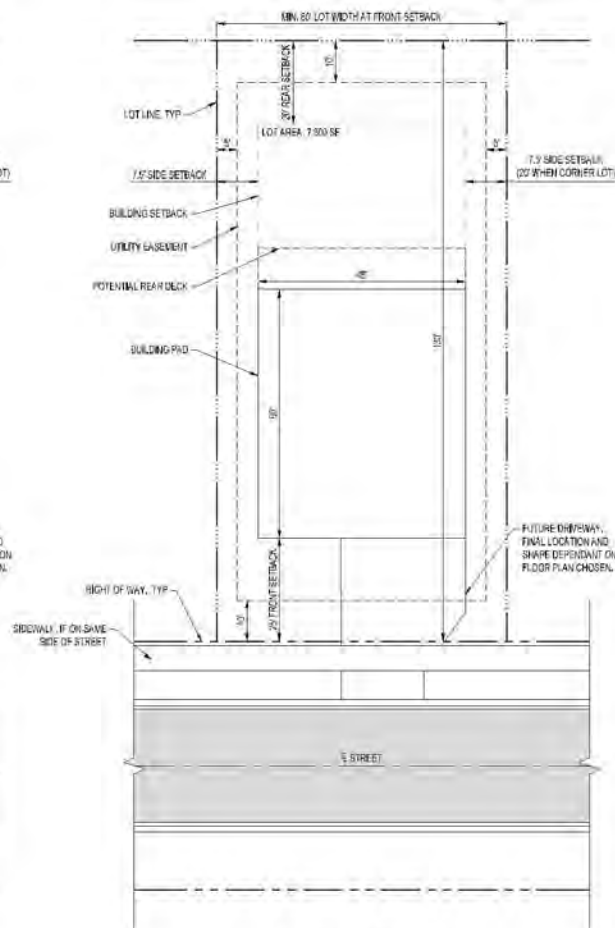
TITLE:
SITE DETAILS

SHEET:
5 OF 65

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55' SINGLE FAMILY
TYPICAL LOT LAYOUT



60' SINGLE FAMILY
TYPICAL LOT LAYOUT



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BRADFORD PARK DEVELOPMENT

ELK RIVER MINNESOTA

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FILE NAME: 39903-3 DETAIL (PLAN)
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APPROVED BY: WB
ORIGINAL ISSUE DATE: 2023-10-20
CLIENT PROJECT NO.: -

TITLE:

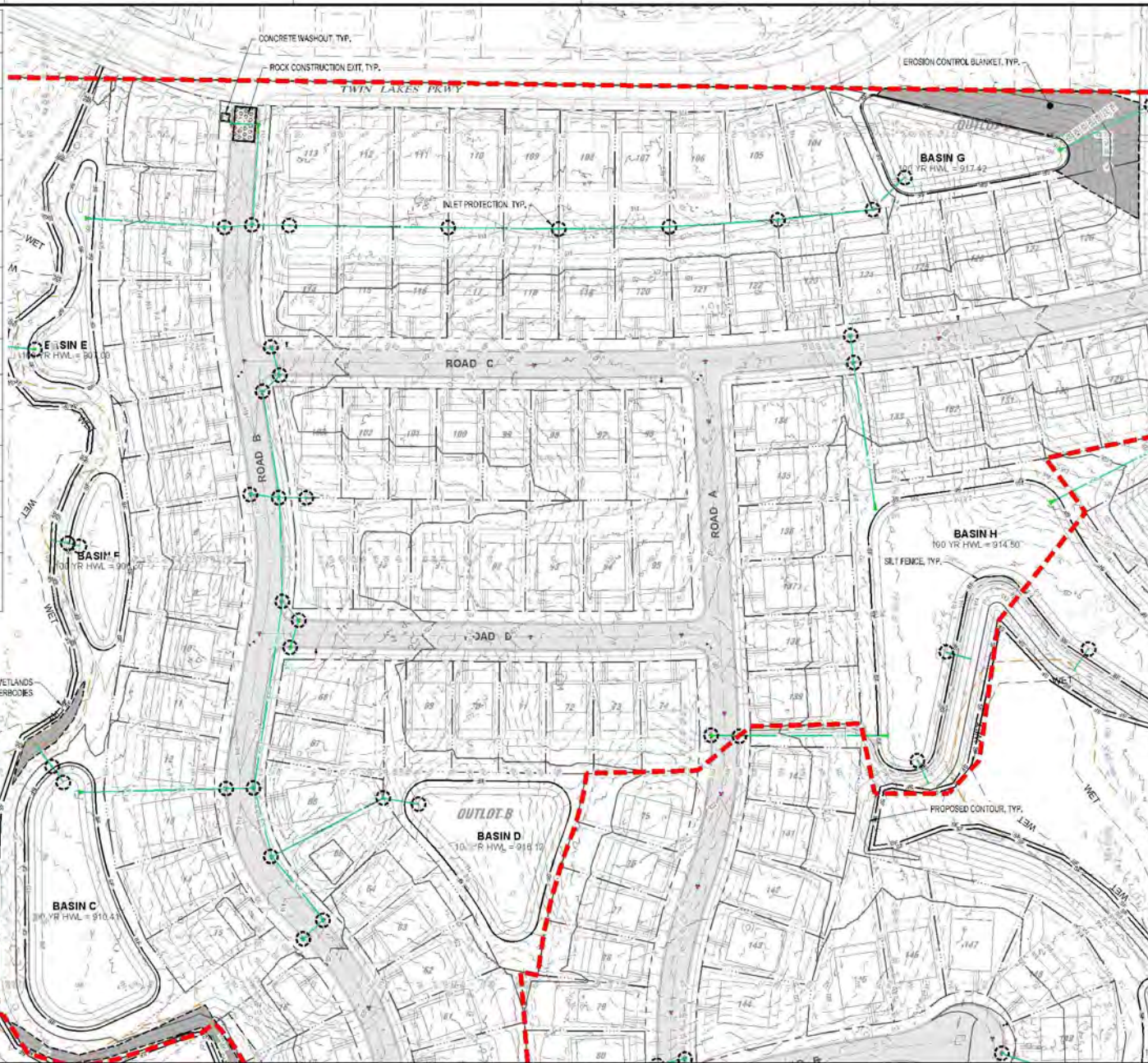
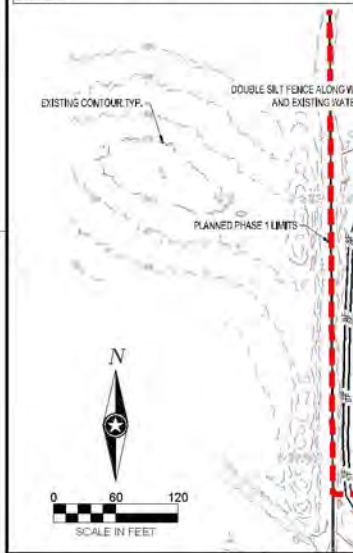
SITE DETAILS

SHEET

6 OF 65

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION

EROSION CONTROL LEGEND	
SYMBOL	DESCRIPTION
	RANDOM BRPP, CLASS B
	SILT FENCE PHASSEMBLED
	STONE DRAIN INLET PROTECTION
	SEDIMENT CONTROL LOG
	ROCK CONSTRUCTION
	EROSION CONTROL BLANKET, CATEGORY 21
	TURF REINFORCEMENT MAT, CATEGORY 12
	CONCRETE WASHOUT AREA
	EXISTING DRAINAGE ARROW
	PROPOSED DRAINAGE ARROW
	EXISTING CONTOUR (MINOR INTERVAL)
	EXISTING CONTOUR (MAJOR INTERVAL)
	PROPOSED CONTOUR (MINOR INTERVAL)
	PROPOSED CONTOUR (MAJOR INTERVAL)



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PROJECT

LENNAR HOMES
BRADFORD PARK DEVELOPMENT

ELK RIVER MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

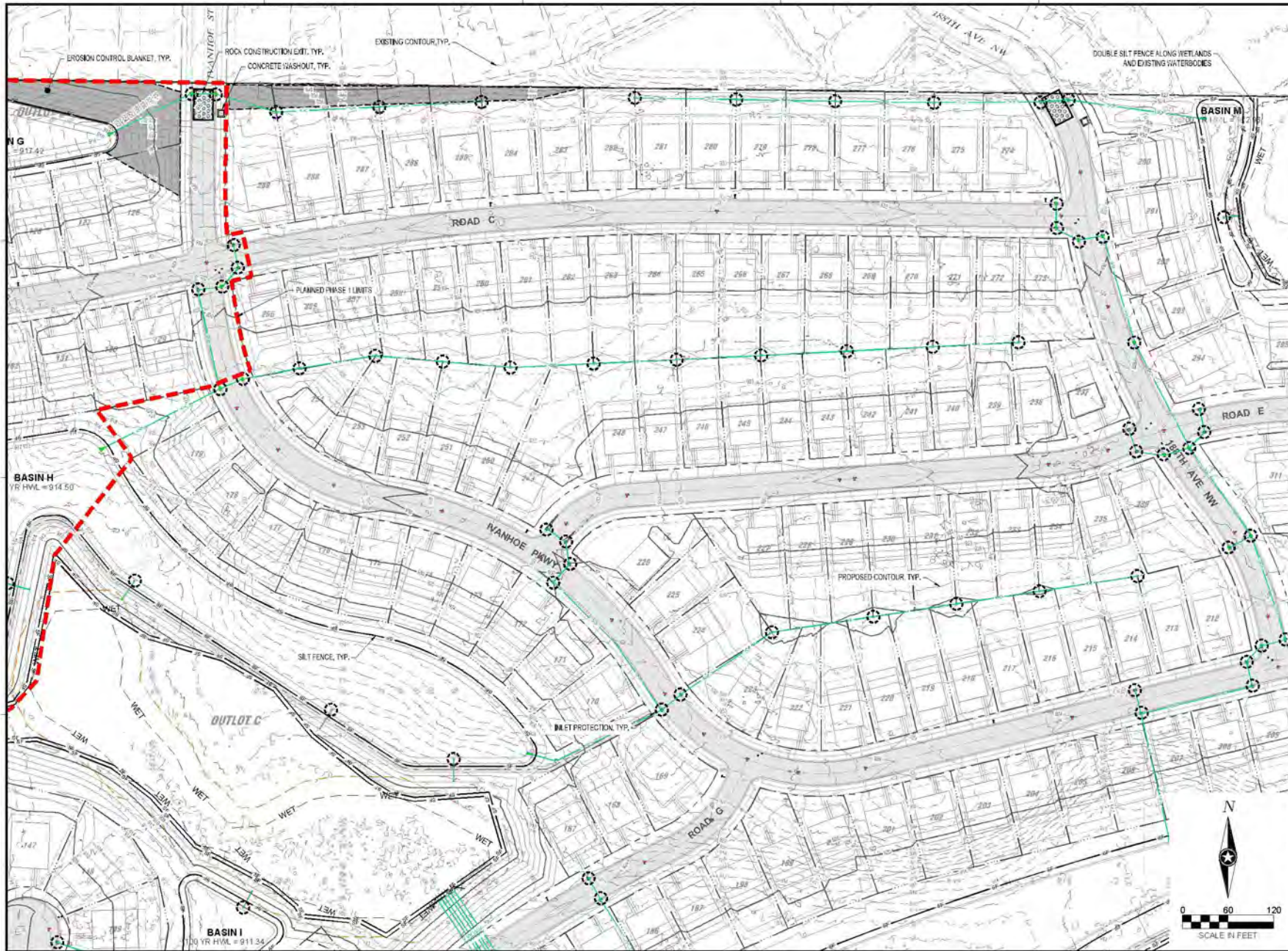
PROJECT NO: 22-26553
 FILE NAME: 26553 - 4 SWPPP (PPLD)
 DRAWN BY: TTK
 DESIGNED BY: TTK
 REVIEWED BY: WB
 ORIGINAL ISSUE DATE: 2023-10-26
 CLIENT PROJECT NO: -

TITLE:
STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

SHEET
7 OF 65

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Page 124 of 371



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PROJECT

**LENNAR HOMES
BRADFORD PARK
DEVELOPMENT**

ELK RIVER MINNESOTA

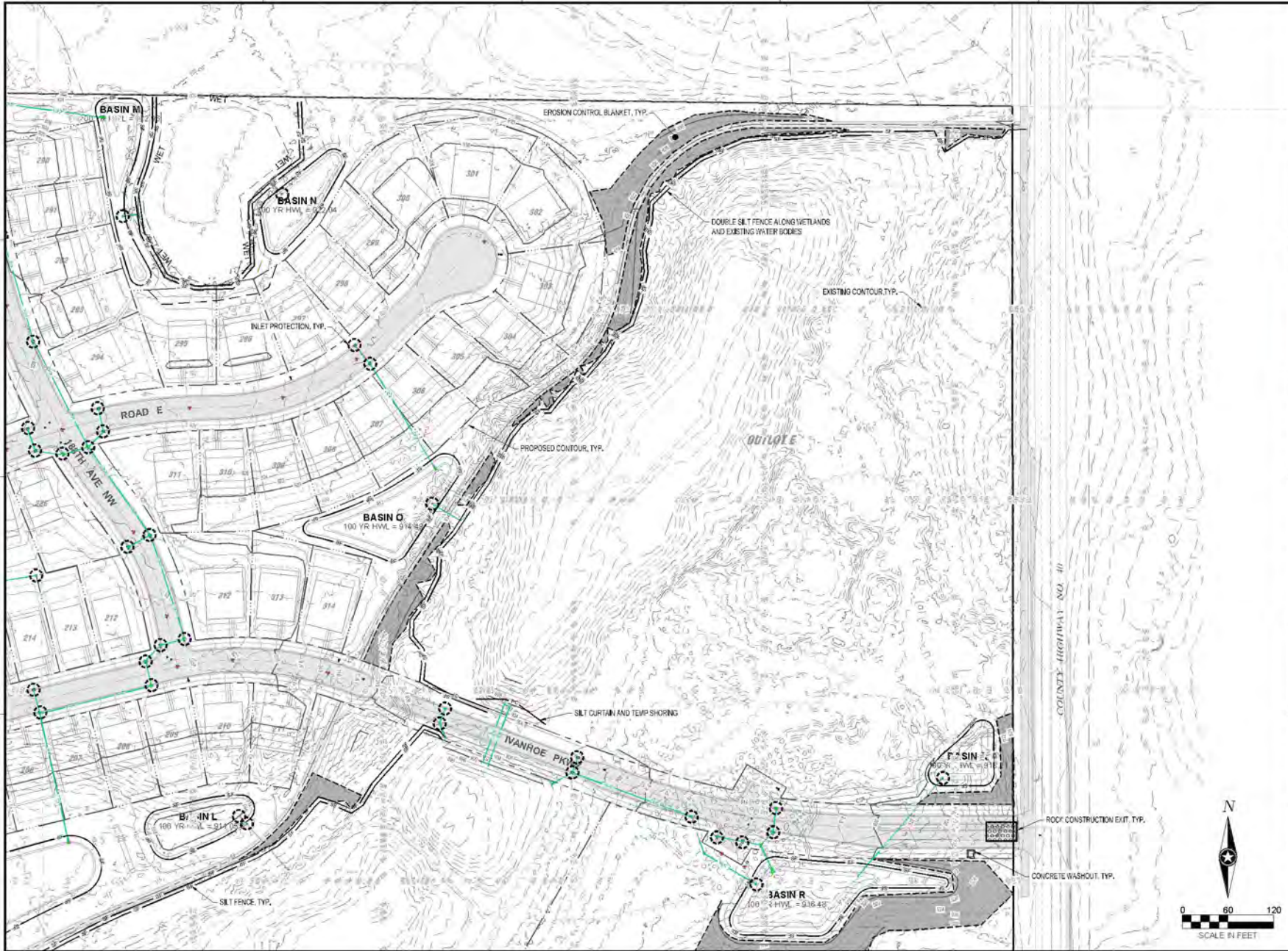
REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO: 22-26553
FILE NAME: 26553 - 4 SWPPP (PLAT)
DRAWN BY: TTK
DESIGNED BY: TTK
REVIEWED BY: WB
ORIGINAL ISSUE DATE: 2023-10-26
CLIENT PROJECT NO: -

TITLE:
**STORMWATER
POLLUTION
PREVENTION PLAN
(SWPPP)**

SHEET
8
OF 65

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PROJECT

**LENNAR HOMES
BRADFORD PARK
DEVELOPMENT**

ELK RIVER MINNESOTA

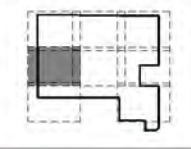
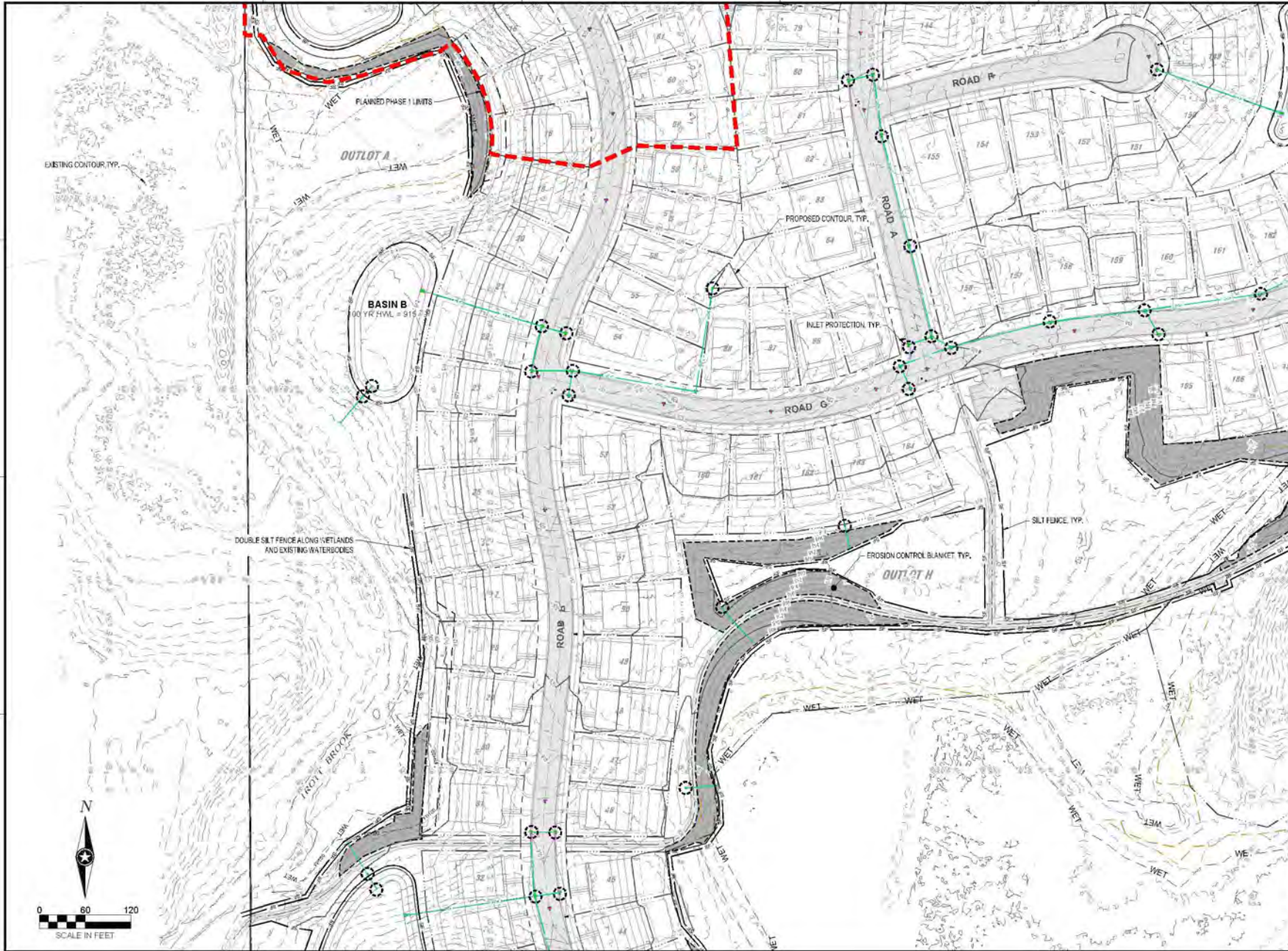
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REVIEWED BY: WB
ORIGINAL ISSUE DATE: 2023-10-26
CLIENT PROJECT NO: -

TITLE:
**STORMWATER
POLLUTION
PREVENTION PLAN
(SWPPP)**

SHEET
9
OF 65

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PROJECT

**LENNAR HOMES
BRADFORD PARK
DEVELOPMENT**

ELK RIVER MINNESOTA

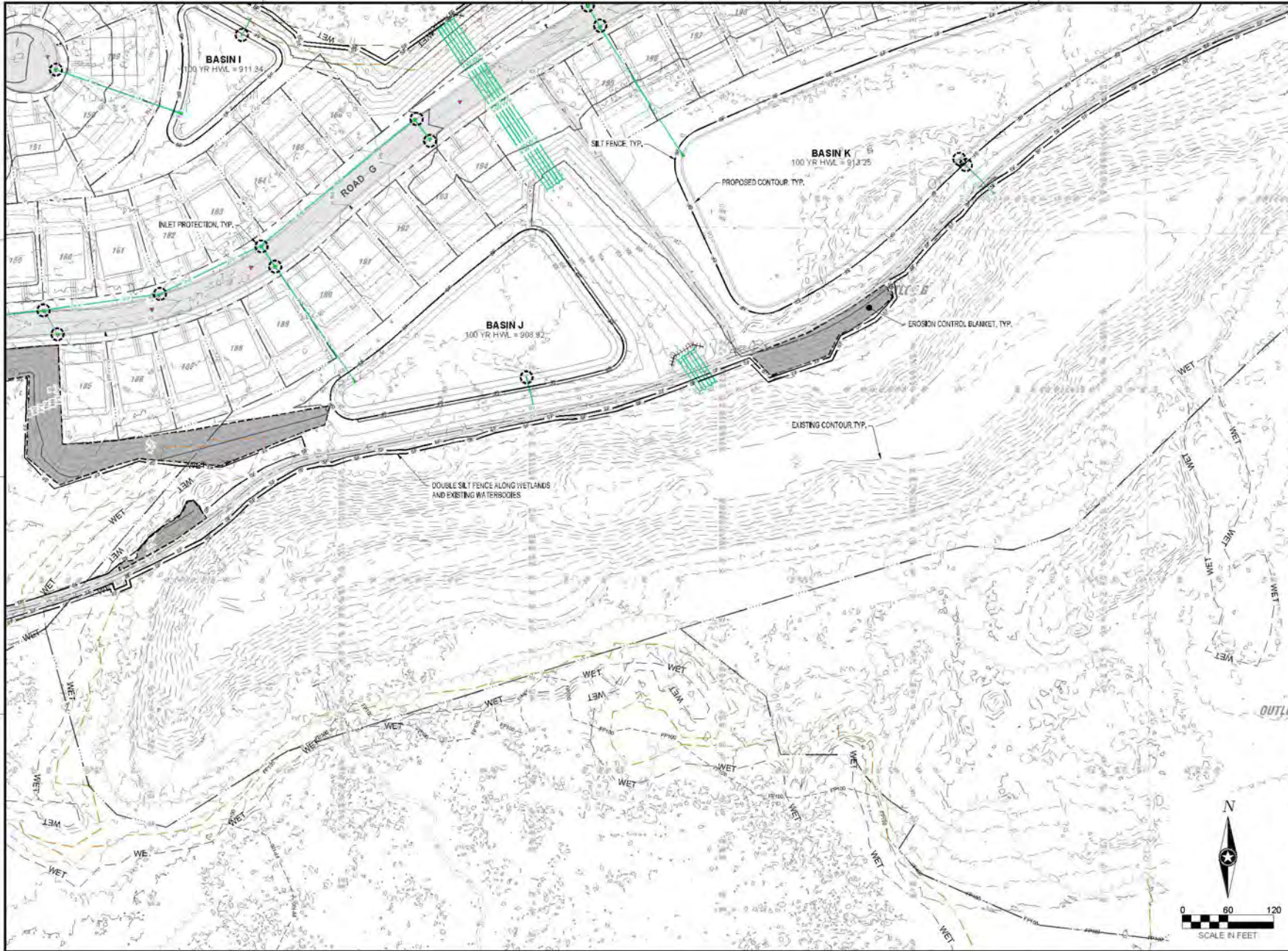
REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO: 22-06503
FILE NAME: 25503 - 4 SWPPP (PLAT)
DRAWN BY: TTK
DESIGNED BY: TTK
REVIEWED BY: WB
ORIGINAL ISSUE DATE: 2023-10-26
CLIENT PROJECT NO: -

TITLE:
**STORMWATER
POLLUTION
PREVENTION PLAN
(SWPPP)**

SHEET
10 OF 65

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WHITNEY M. S. BEHNY

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PROJECT

**LENNAR HOMES
BRADFORD PARK
DEVELOPMENT**

ELK RIVER MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO: 22-26553
FILE NAME: 26553 - 4 SWPPP (PLAT)
DRAWN BY: TTK
DESIGNED BY: TTK
REVIEWED BY: WB
ORIGINAL ISSUE DATE: 2023-10-26
CLIENT PROJECT NO: -

TITLE:
**STORMWATER
POLLUTION
PREVENTION PLAN
(SWPPP)**

SHEET
11 OF 65

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BRADFORD PARK
DEVELOPMENT**

ELK RIVER MINNESOTA

REVISION SCHEDULE		
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FILE NAME: 26553 - 4 SWPPP (PLAT)
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TITLE:
**STORMWATER
POLLUTION
PREVENTION PLAN
(SWPPP)**

SHEET
12 OF 65

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NOTES:

PIPE SIZES LARGER THAN THOSE SHOWN REQUIRE A SPECIAL DESIGN.

- [illegible]

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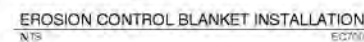
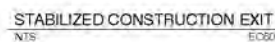
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DATE: 12/20/2001 UC: 60768

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CONTRACTOR SHALL INSTALL A DRAINAGE DITCH TO THE COURSE DRAINAGE AREA.
CONTRACTOR SHALL MAINTAIN WASHOUT AREA TO RESOLVE MATERIALS BEYOND 2% GRAVITY.
WASHOUT AREA SHALL NOT BE PLACED WITHIN 30' OF STORM DRAINS, DRAIN CATCHES OR BODIES OF WATER.
CONTRACTOR SHALL INSPECT WASHOUT AREA AS NECESSARY TO PREVENT LEAKS AND OVER FLOWING.
WASHOUT AREA SHALL BE REMOVED AFTER CONSTRUCTING DRIVE CURBS.



NOTES:

INSTALL EXHAUST CONTROL MAT BEYOND WATERWAYS SHOWING THE STORM WATER PATTERN/TEMPORAL PATTERN.

THE EDS SHALL CONFORM TO MAT-01 TANDARD SPECIFICATIONS SECTION 0811.

PERFORM SOIL PRIOR TO INSTALLING EDS INCLUDING ASSURANCE - REPAIRS.

THE EDS SHALL BE PLACED IN FULL CONTACT WITH THE SOIL, WITHOUT BE ALLOWED TO BRIDGE OVER SURFICIAL POISSONS. THE MAT SHALL NOT BE STRETCHED.

START LAYING THE MAT IN SQUARING CONCRETE BY THE INTERSECTION OF FLOW CONVERGENT ON THE CENTRALITY OF WATERWAY. THERE SHALL NOT BE AN OVERLAP OF MAT AT THE CENTER OF THE WATERWAY.

THE EOP SHALL BE UNWOUND, OVERLAPPED AND STAPLED ACCORDING TO MANUFACTURER'S INSTRUCTIONS. IF NO MANUFACTURER'S INSTRUCTIONS ARE AVAILABLE, INSTALL THE ARTS AS FOLLOWS:

STAPLES SHALL BE 2" SHARP, 11" DIAMETER WIRE OR GREATER (11" GAGE), (SEE STAPLE DETAIL FOR DIMENSIONS)

- [illegible]

PROJECT

**LENNAR HOMES
BRADFORD PARK
DEVELOPMENT**

ELIA RIVER MINNESOTA

[illegible]

PROJECT NO.	22-28553
FILE NAME	2853-A1 SNAPP DETAILS
DRAWN BY	TTK
DESIGNED BY	TTK
REVIEWED BY	ND
ORIGINAL ISSUE DATE	2023-10-26

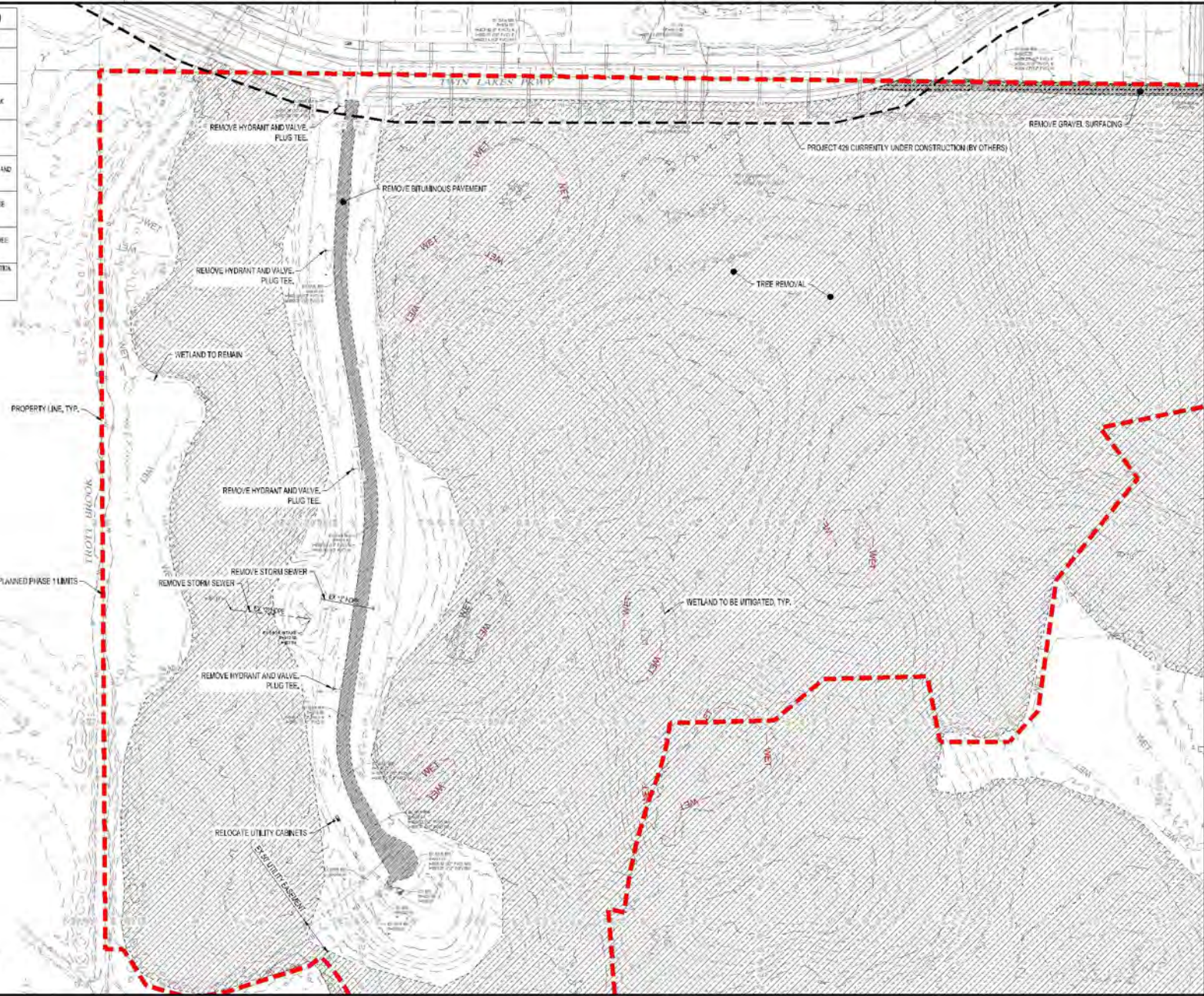
附註

SWPPP DETAILS

SHEET

SYMBOL	DESCRIPTION
	REMOVE BITUMINOUS PAVEMENT
	REMOVE CONCRETE/PAVEMENT
	REMOVE AGGREGATE SURFACING
	CLEAR AND GRUB TREES AND UNDERGROWTH
	REMOVE DECIDUOUS TREE (CLEAR AND GRUB)
	REMOVE CONIFEROUS TREE (CLEAR AND GRUB)

CONTRACTOR SHALL VERIFY EXISTING PAVEMENT SECTIONS AND NOTIFY ENGINEER OF ANY DISCREPANCIES. PAVEMENT REMOVALS SHALL INCLUDE FULL DEPTH, SPALLS AND SECTION REMOVAL.



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PROJECT:

**LENNAR HOMES
BRADFORD PARK
DEVELOPMENT**

ELK RIVER MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.: 22-26553
FILE NAME: 26553 - 5 E (PLOT)
DRAWN BY: TTK
DESIGNED BY: TTK
REVIEWED BY: WB
ORIGINAL ISSUE DATE: 2023-10-26
CLIENT PROJECT NO.: -

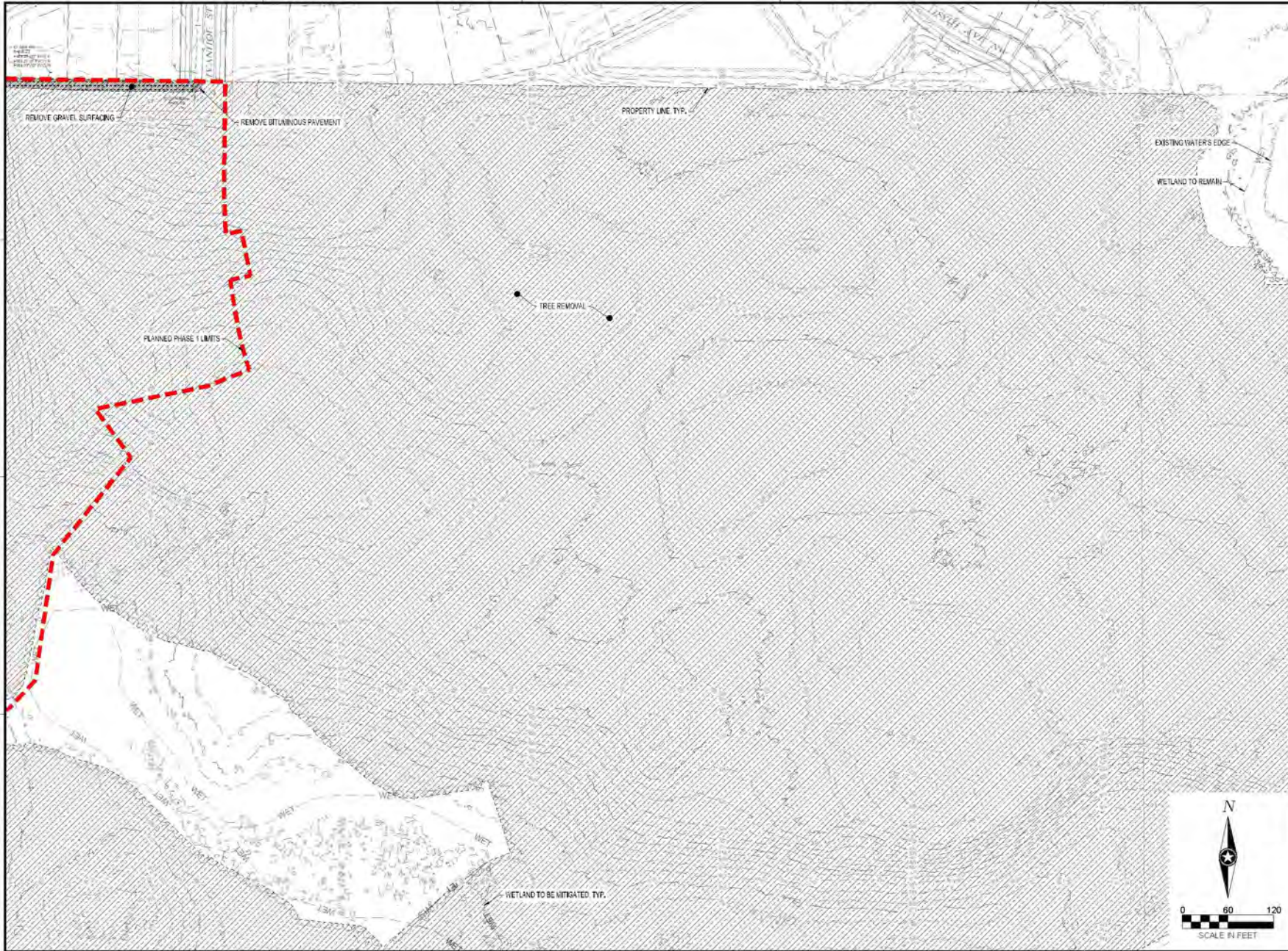
TITLE:

**EXISTING SITE &
REMOVALS PLAN**

SHEET:

14 OF 65

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ELK RIVER MINNESOTA

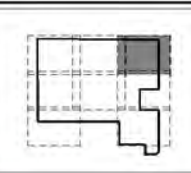
REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO: 22-26553
FILE NAME: 26553 - SE (PLOT)
DRAWN BY: TTK
DESIGNED BY: TTK
REVIEWED BY: WB
ORIGINAL ISSUE DATE: 2023-10-26
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SHEET
15 OF 65

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DEVELOPMENT**

ELK RIVER MINNESOTA

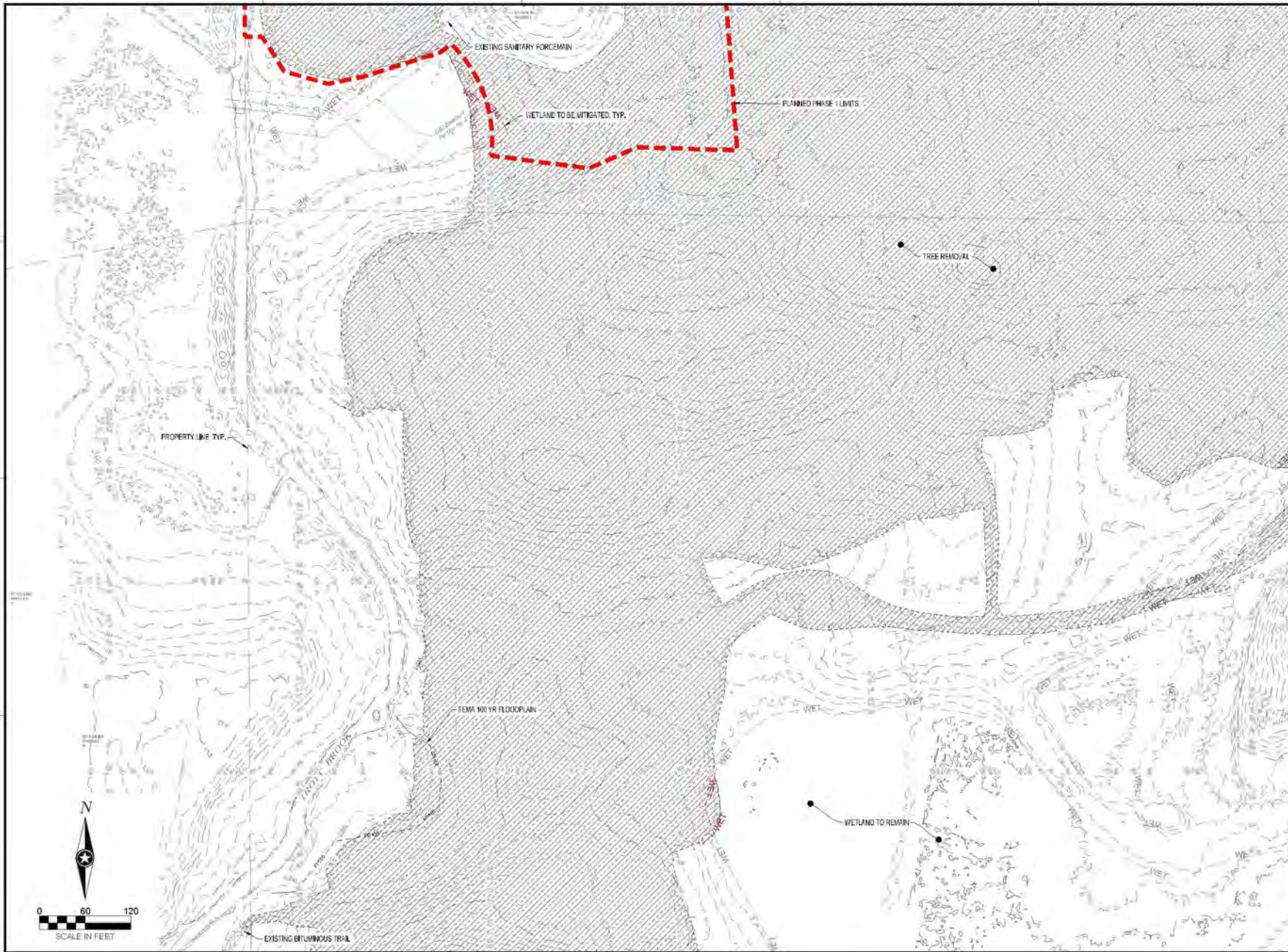
REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO: 22-26553
FILE NAME: 26553 - SITE (PLAT)
DRAWN BY: TTK
DESIGNED BY: TTK
REVIEWED BY: WB
ORIGINAL ISSUE DATE: 2023-10-26
CLIENT PROJECT NO: -

FILE:
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SHEET
16 OF 65

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ELK RIVER MINNESOTA

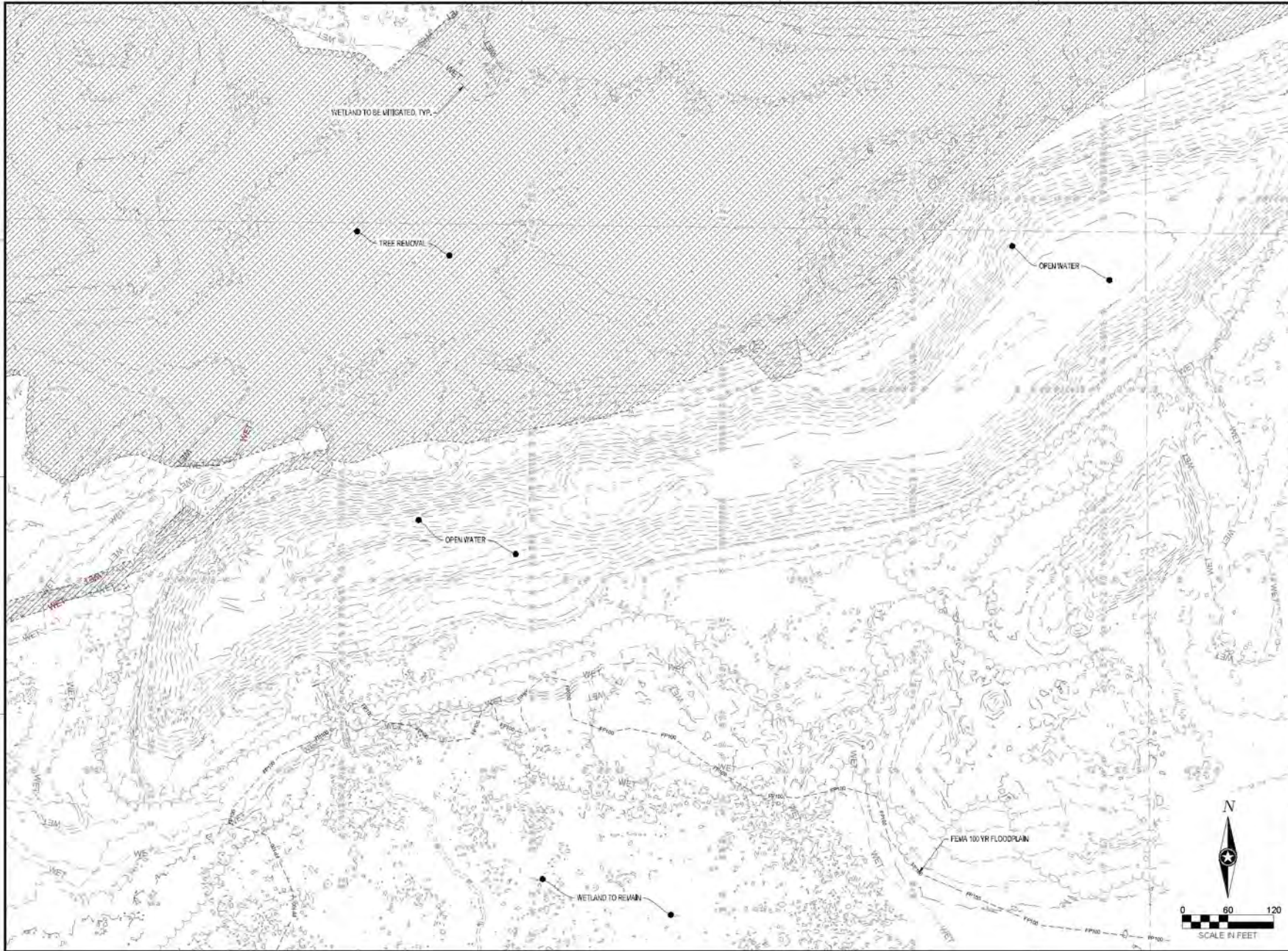
REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.: 22-06553
FILE NAME: 20503 - 5 E (PLOT)
DRAWN BY: TTK
DESIGNED BY: TTK
REVIEWED BY: WB
ORIGINAL ISSUE DATE: 2023-10-26
CLIENT PROJECT NO.: -

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SHEET
17 OF 65

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BRADFORD PARK
DEVELOPMENT**

ELK RIVER MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

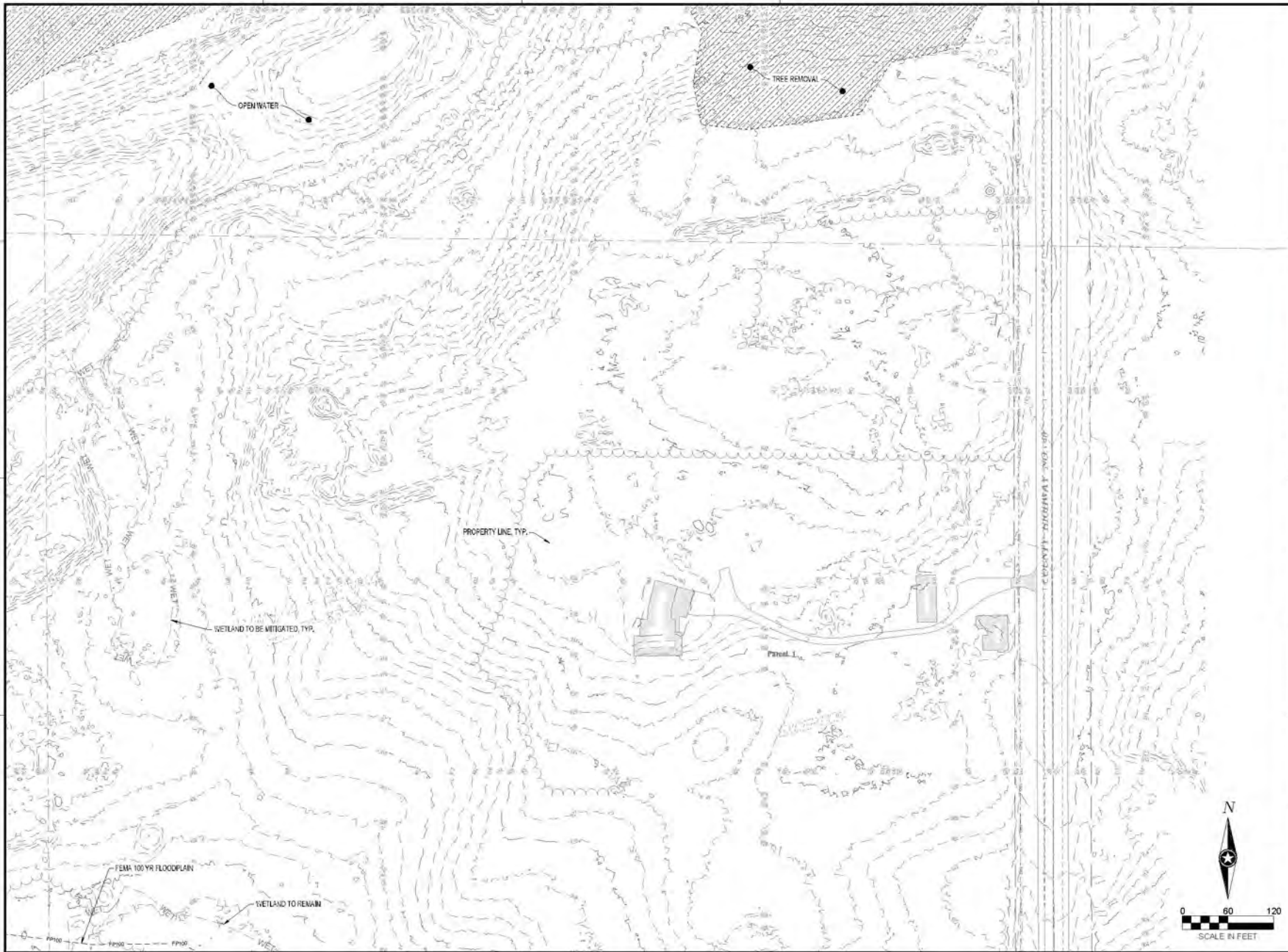
PROJECT NO.: 22-26553
FILE NAME: 26553 - 5 E (PLOT)
DRAWN BY: TTK
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REVIEWED BY: WB
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DEVELOPMENT**

ELK RIVER MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO: 22-26553
FILE NAME: 26553 - 5 EXIST (PLAT)
DRAWN BY: TTK
DESIGNED BY: TTK
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**EXISTING SITE &
REMOVALS PLAN**

SHEET
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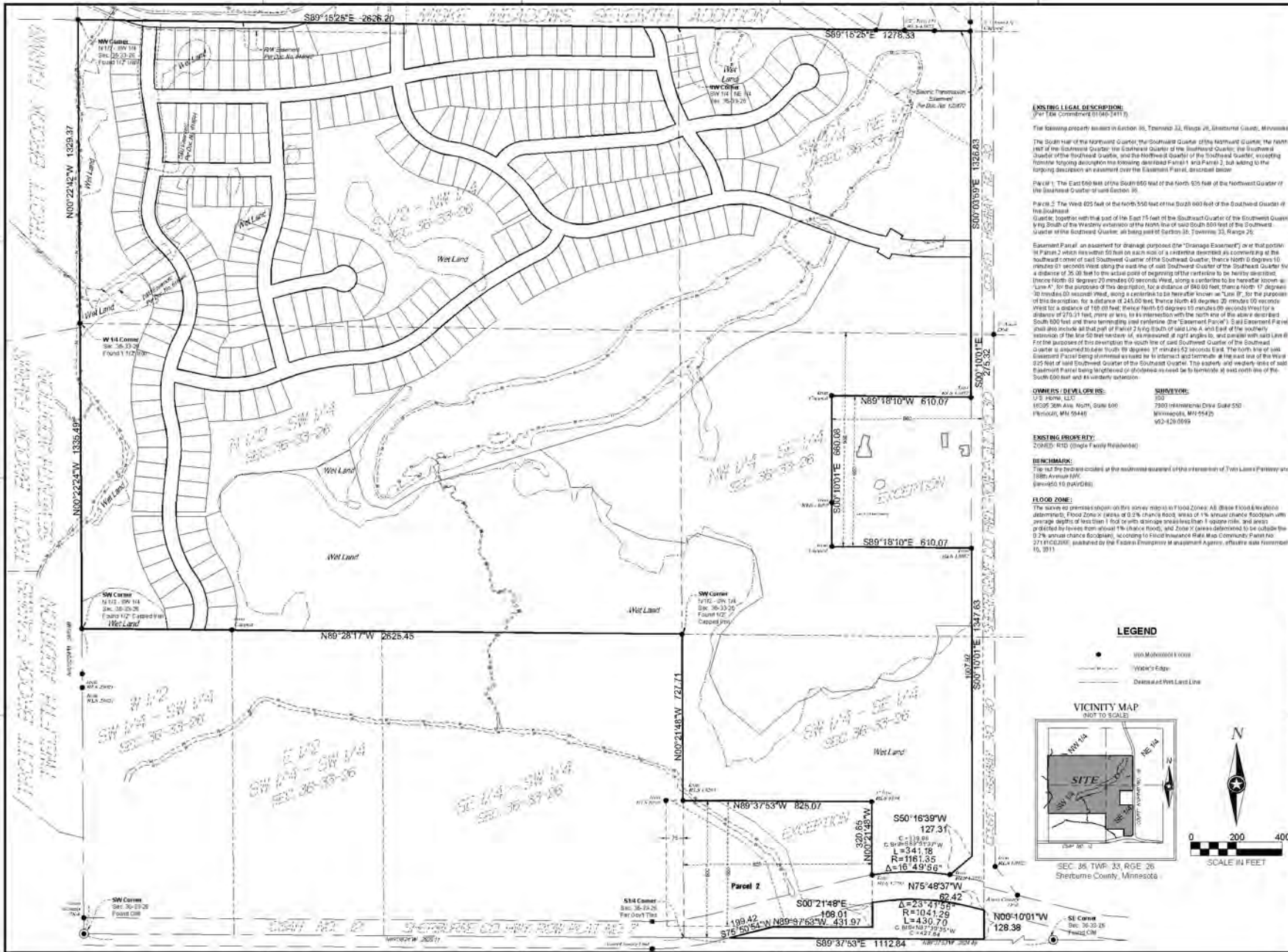
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SHEET
20 OF 65

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EXISTING LEGAL DESCRIPTION

For the Township 33, Range 26, Sherburne County, Minnesota

The following property is located in Section 36, Township 33, Range 26, Sherburne County, Minnesota:

The South half of the Northeast Quarter, the Southeast Quarter of the Northeast Quarter, the North half of the Southeast Quarter, the Southwest Quarter of the Southeast Quarter, the Southwest Quarter of the Southeast Quarter, and the Northwest Quarter of the Southeast Quarter, excepting the following description of the following described Parcel 1 and Parcel 2, but subject to the following description of the following described Parcel 3, described below:

Parcel 1: The East 640 feet of the South 650 feet of the North 650 feet of the Northeast Quarter of the Southeast Quarter of said Section 36.

Parcel 2: The West 625 feet of the North 550 feet of the South 600 feet of the Southeast Quarter of the Southeast Quarter, together with that part of the East 75 feet of the Southeast Quarter of the Southeast Quarter lying South of the Western extension of the North line of said South 550 feet of the Southeast Quarter of the Southeast Quarter, all being part of Section 36, Township 33, Range 26.

Exemption Parcel: an easement for drainage purposes (the "Drainage Easement") or a right of way (the "Right of Way") which has a width of 50 feet on each side of a centerline described as commencing at the northeast corner of said Southeast Quarter of the Southeast Quarter, thence North 0 degrees 10 minutes 00 seconds West along the east line of said Southeast Quarter of the Southeast Quarter for a distance of 35.00 feet to the actual point of beginning of the centerline to be hereby described, thence North 01 degrees 25 minutes 00 seconds West, along a centerline to be hereafter known as "Line A", for the purpose of this description, for a distance of 863.00 feet, thence North 17 degrees 10 minutes 00 seconds West, along a centerline to be hereafter known as "Line B", for the purpose of this description, for a distance of 245.00 feet, thence North 45 degrees 30 minutes 00 seconds West for a distance of 160.00 feet, thence North 55 degrees 10 minutes 00 seconds West for a distance of 275.11 feet, more or less, to its intersection with the north line of the above described South 550 feet and thence terminating (and centerline (the "Exemption Parcel"). Said Exemption Parcel shall include all that part of Parcel 2 lying South of said Line A and East of the westerly extension of the line 50 feet wide of, as measured at right angles to, and parallel with said Line B. For the purpose of this description the south line of said Southeast Quarter of the Southeast Quarter is assumed to be North 01 degrees 25 minutes 00 seconds East. The North line of said Southeast Quarter being a mineral easement to be intersected and terminated at the east line of the West 625 feet of said Southeast Quarter of the Southeast Quarter. The easterly and westerly lines of said Southeast Quarter being a mineral easement to be terminated at the east line of the West 625 feet of said Southeast Quarter and at the westerly extension.

OWNER'S DEVELOPMENT

Owner: Lennar Homes, LLC

Address: 3000 3rd Ave. North, Suite 600

Minneapolis, MN 55445

Phone: 612-555-5555

EXISTING PROPERTY

Owner: RCD (Single Family Residence)

BENCHMARK

The 142.57 feet corner at the southeast quarter of the intersection of Twin Lakes Parkway and 188th Avenue NW.

(Surveyed 10/10/2018)

FLOOD ZONE

The survey premises shown on this survey map is in Flood Zone: AE, Zone 1 and 2, and 3, and 4, and 5, and 6, and 7, and 8, and 9, and 10, and 11, and 12, and 13, and 14, and 15, and 16, and 17, and 18, and 19, and 20, and 21, and 22, and 23, and 24, and 25, and 26, and 27, and 28, and 29, and 30, and 31, and 32, and 33, and 34, and 35, and 36, and 37, and 38, and 39, and 40, and 41, and 42, and 43, and 44, and 45, and 46, and 47, and 48, and 49, and 50, and 51, and 52, and 53, and 54, and 55, and 56, and 57, and 58, and 59, and 60, and 61, and 62, and 63, and 64, and 65, and 66, and 67, and 68, and 69, and 70, and 71, and 72, and 73, and 74, and 75, and 76, and 77, and 78, and 79, and 80, and 81, and 82, and 83, and 84, and 85, and 86, and 87, and 88, and 89, and 90, and 91, and 92, and 93, and 94, and 95, and 96, and 97, and 98, and 99, and 100, and 101, and 102, and 103, and 104, and 105, and 106, and 107, and 108, and 109, and 110, and 111, and 112, and 113, and 114, and 115, and 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PROJECT:

ELK RIVER MINNESOTA

FILE _____

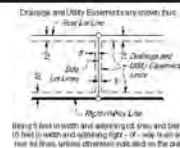
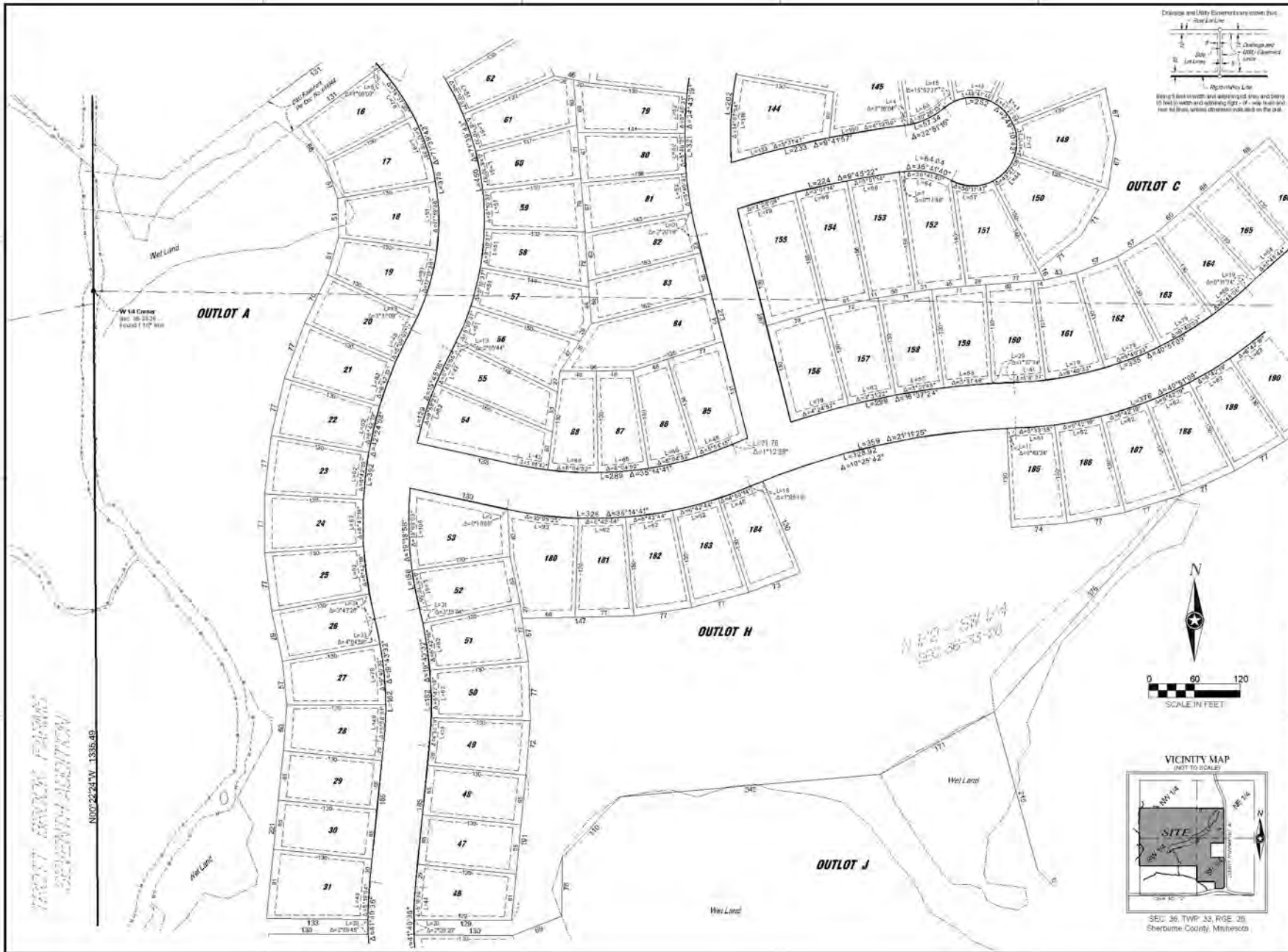
SHEET

25 OF 65



SEC. 36, TWP. 23, RGE. 26
Sherburne County, Minnesota





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DESIGNED BY: MARK A. SCHWARTZ
DATE: 03/08/2014
LIC: NO. 45817

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PROJECT:
**LENNAR HOMES
BRADFORD PARK
DEVELOPMENT**

ELK RIVER MINNESOTA

DATE	DESCRIPTION	BY

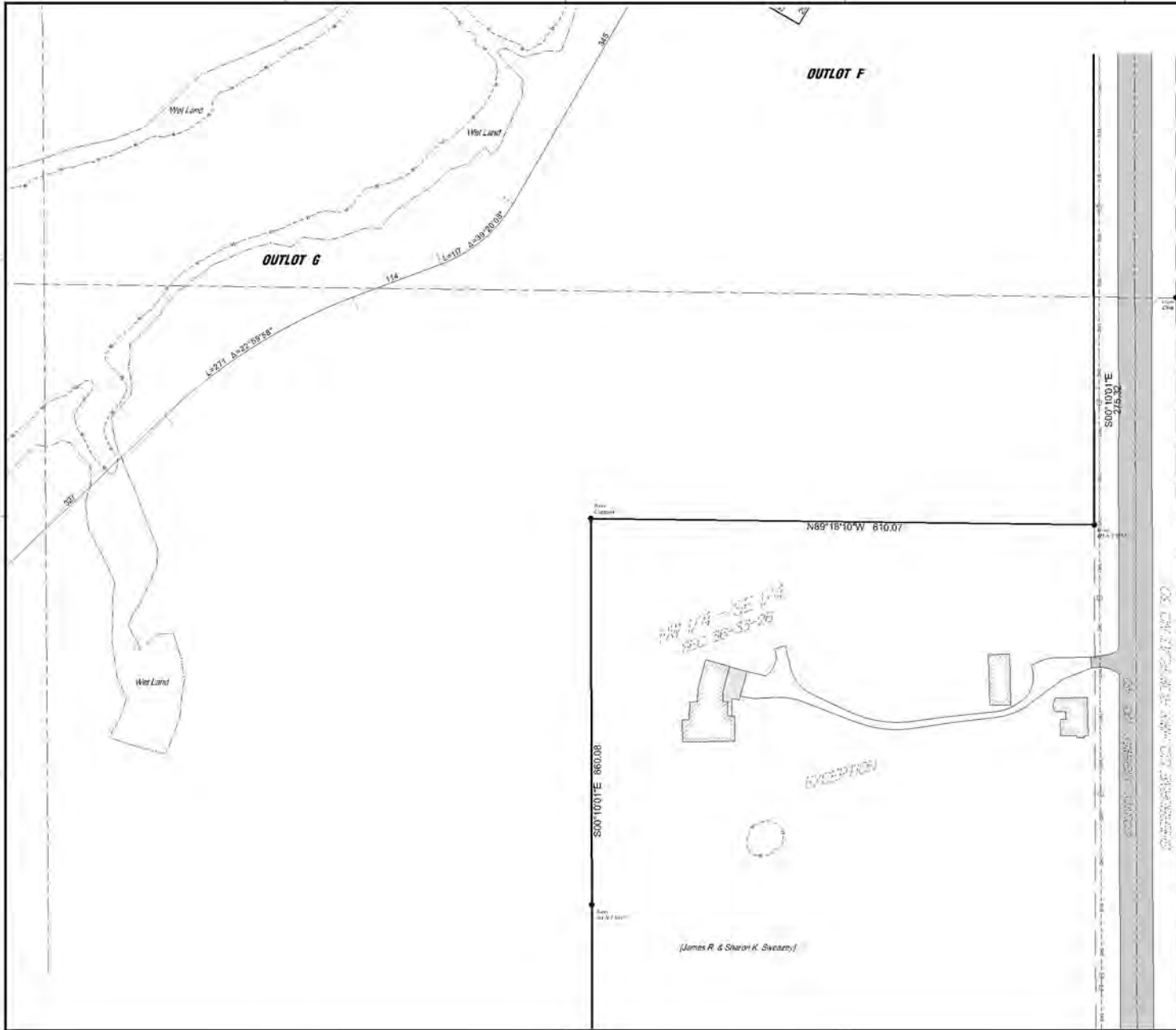
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FILE NAME: 2020.FLAT
DRAWN BY: NM
DESIGNED BY: —
REVIEWED BY: —
ORIGINAL ISSUE DATE: 2022-10-26
CLIENT PROJECT NO: —

**PRELIMINARY
PLAT**

SHEET

27

OF 65



SEC. 36, TWP. 33, R6E. 26
Sherburne County, Minnesota

LEGEND

- Boundary Surface
- Concrete Surface
- Gravel Surface
- Sanitary Sewer Line
- Storm Sewer Line
- Water Line
- Overhead Utility Line
- Underground Utility Line
- Utility Pole
- Utility Vault
- Manhole Catch Basin
- Pole
- Sign
- Tree
- Fence



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MARK A. SCHWARTZ

DATE: 2022-10-26 LIC. NO. 45817

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PROJECT:

LENNAR HOMES
BRADFORD PARK DEVELOPMENT

ELK RIVER MINNESOTA

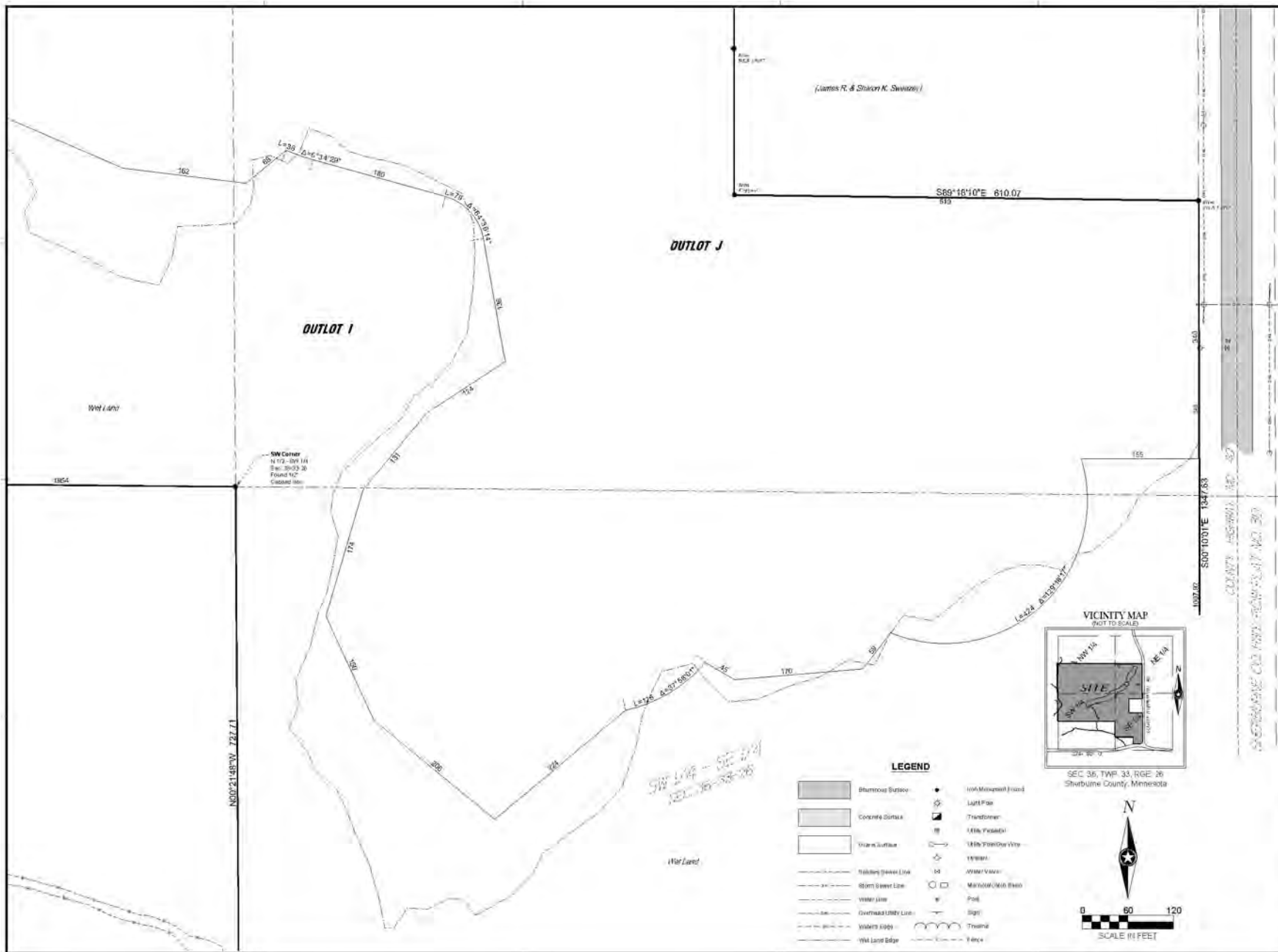
REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO: 22-0653
FILE NAME: 2022 PFAT
DRAWN BY: NH
DESIGNED BY: —
REVIEWED BY: —
ORIGINAL ISSUE DATE: 2022-10-26
CLIENT PROJECT NO: —

PRELIMINARY PLAT

SHEET
29 OF 65

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



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DESIGNED BY: MARK A. SCHWANZ
DATE: 2022-03-03
LIC. NO. 45817

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PROJECT:
LENNAR HOMES
BRADFORD PARK DEVELOPMENT
ELK RIVER, MINNESOTA

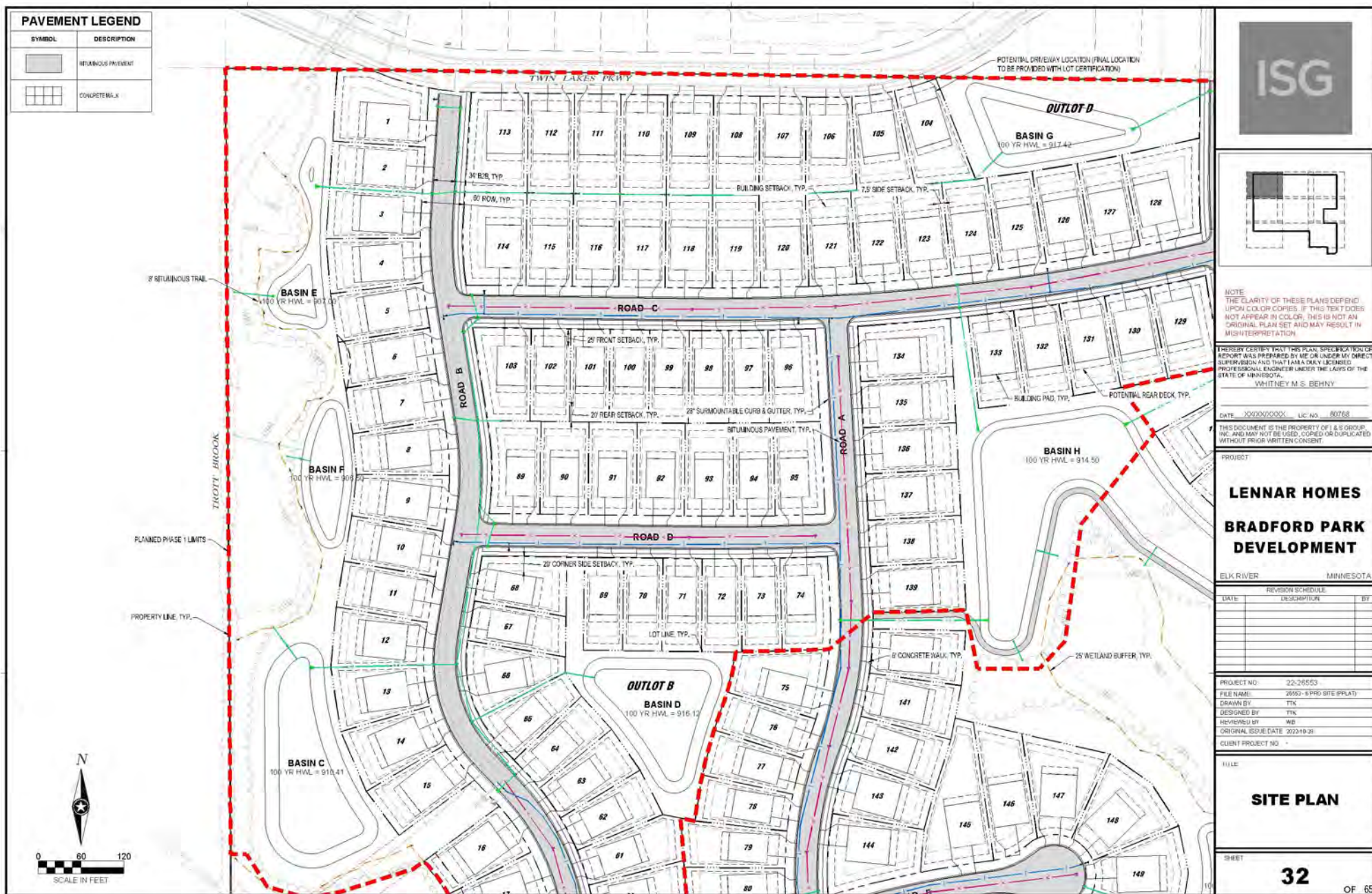
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DATE	DESCRIPTION	BY

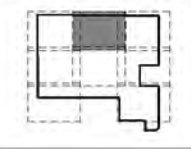
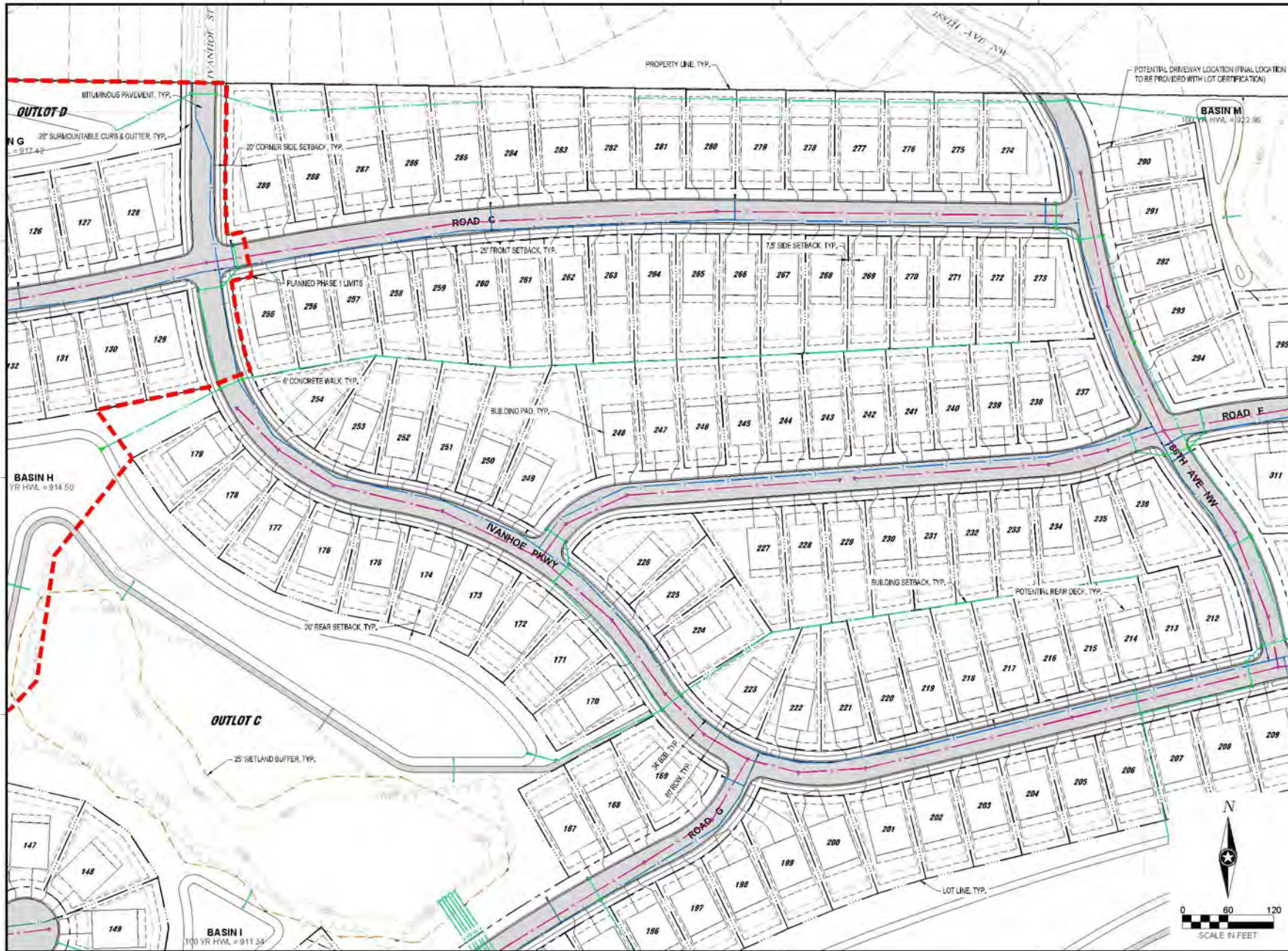
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FILE NAME: 2022-06-01
DRAWN BY: KM
DESIGNED BY: —
REVIEWED BY: —
ORIGINAL ISSUE DATE: 2022-10-26
CLIENT PROJECT NO.: —

PRELIMINARY PLAT

SHEET **31** OF 65

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WHITNEY M.S. BEHNY
DATE: 09/20/2023 LIC. NO.: 80768

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PROJECT:

**LENNAR HOMES
BRADFORD PARK
DEVELOPMENT**

ELK RIVER MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO: 22-26553
FILE NAME: 26553 - 5 PRD SITE (PLAT)
DRAWN BY: TTK
DESIGNED BY: TTK
REVIEWED BY: WB
ORIGINAL ISSUE DATE: 2023-10-26
CLIENT PROJECT NO: -

TITLE:
SITE PLAN

SHEET
33 OF 65

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



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STATE OF MINNESOTA.
WHITNEY M. S. BEHNY

DATE: 10/20/2023 LIC. NO.: 80768

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PROJECT

**LENNAR HOMES
BRADFORD PARK
DEVELOPMENT**

ELK RIVER MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.: 22-26553
FILE NAME: 26553 - 5 PRD SITE (PLAT)
DRAWN BY: TTK
DESIGNED BY: TTK
REVIEWED BY: WB
ORIGINAL ISSUE DATE: 2023-10-26
CLIENT PROJECT NO.: -

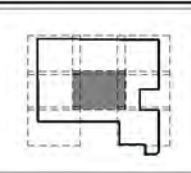
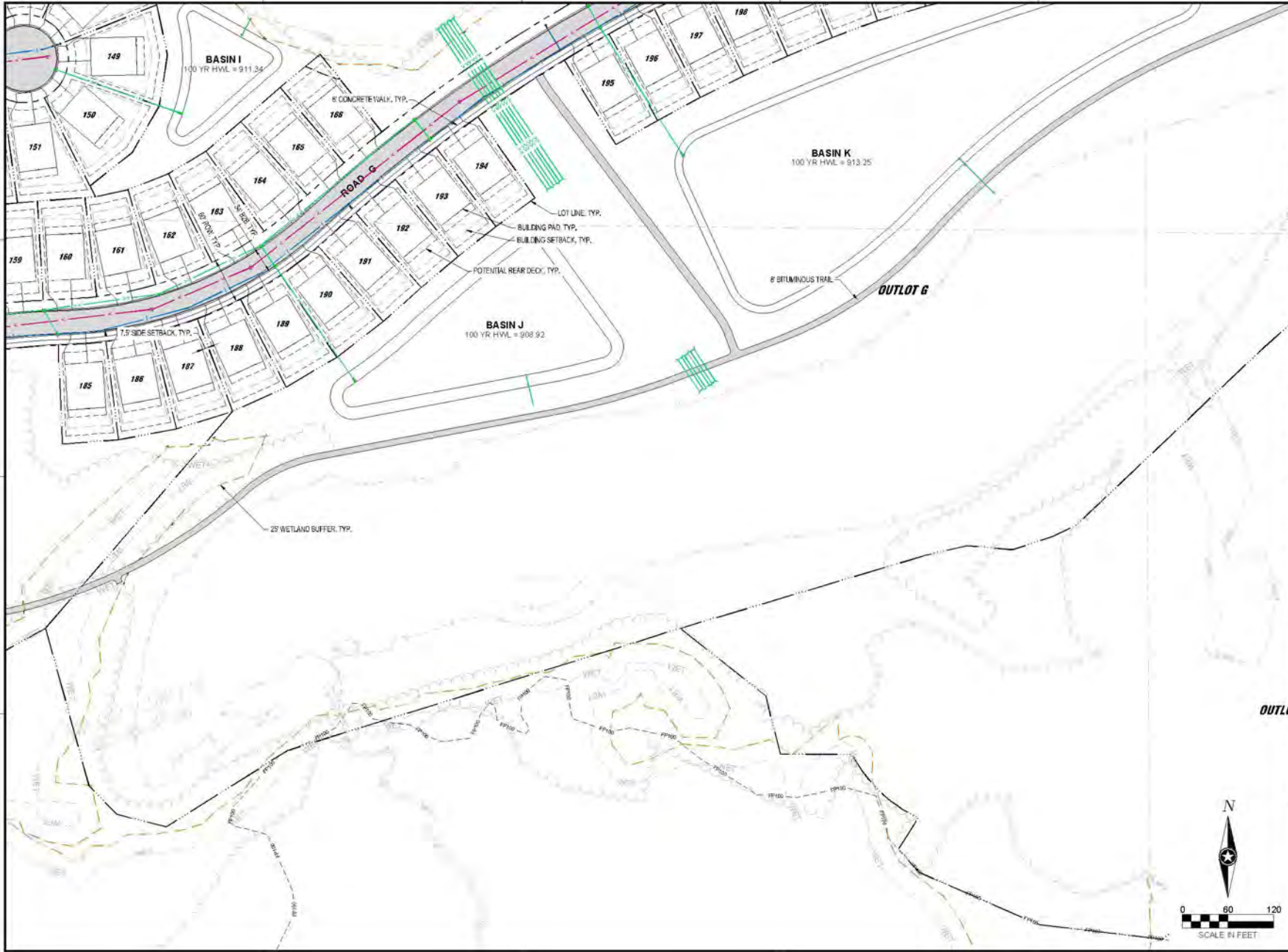
TITLE:

SITE PLAN

SHEET

35 OF 65

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



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WHITNEY M.S. BEHNY

DATE: 02/22/2023 LIC. NO.: 80768

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PROJECT:

**LENNAR HOMES
BRADFORD PARK
DEVELOPMENT**

ELK RIVER MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.: 22-26553
FILE NAME: 26553 - 5 PRD SITE (PLAT)
DRAWN BY: TTK
DESIGNED BY: TTK
REVIEWED BY: WB
ORIGINAL ISSUE DATE: 2023-10-26
CLIENT PROJECT NO.: -

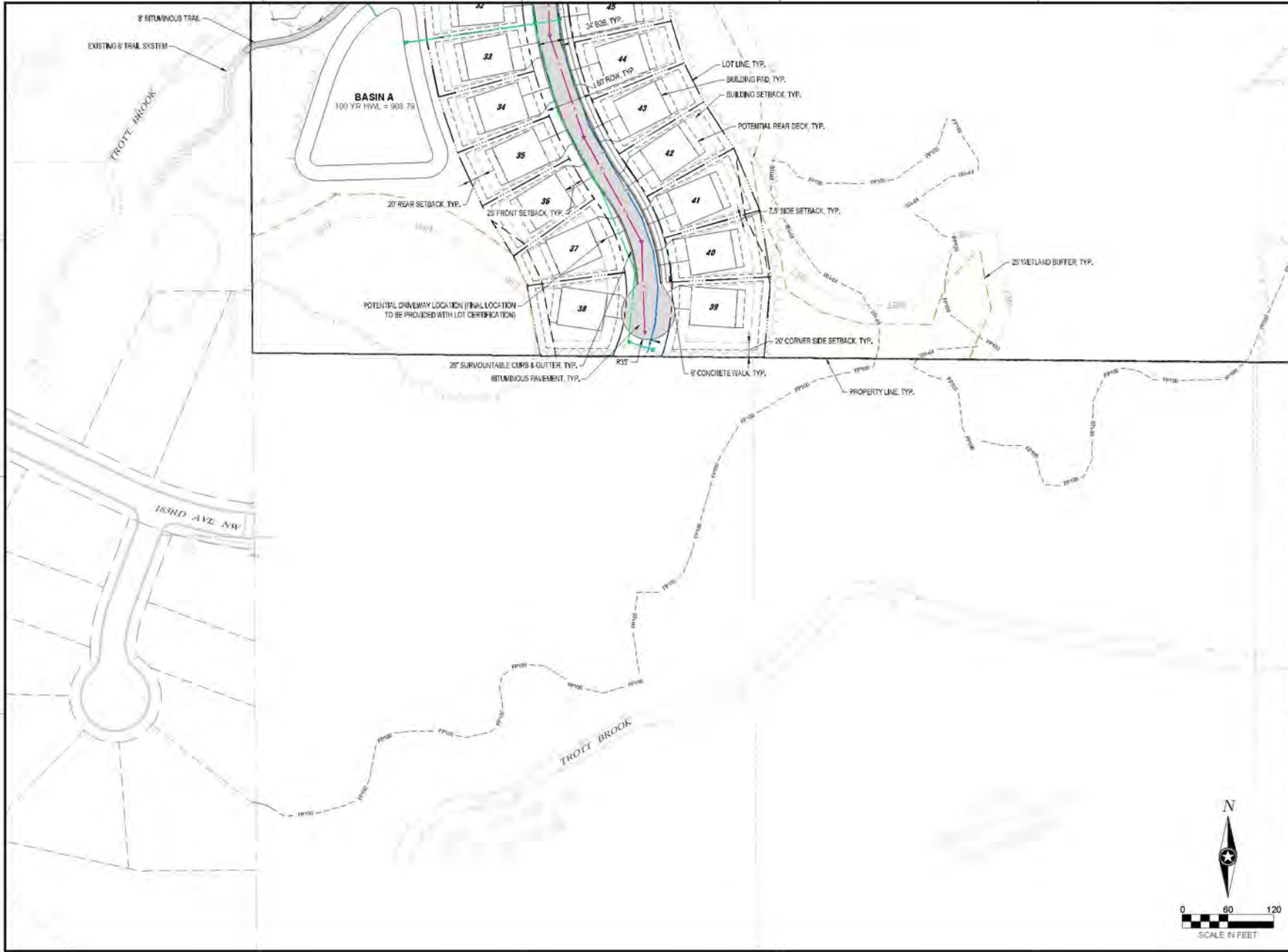
TITLE:
SITE PLAN

SHEET
36 OF 65

OUTLOT



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WHITNEY M. S. BEHNEY
DATE: 09/20/2023 LIC. NO.: 80768

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PROJECT:
**LENNAR HOMES
BRADFORD PARK
DEVELOPMENT**

ELK RIVER MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.: 22-76553
FILE NAME: 2553-5 PRD SITE (PLAT)
DRAWN BY: TTK
DESIGNED BY: TTK
REVIEWED BY: WB
ORIGINAL ISSUE DATE: 2023-10-26
CLIENT PROJECT NO.: -

TITLE:
SITE PLAN

SHEET
37 OF 65



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WHITNEY M.S. BEHNY

DATE: 09/20/2023 LIC. NO.: 60768

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PROJECT

**LENNAR HOMES
BRADFORD PARK
DEVELOPMENT**

ELK RIVER MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO: 22-26553
FILE NAME: 26553-7 UTILITY SANWTR (PPLA)
DRAWN BY: TTK
DESIGNED BY: TTK
REVIEWED BY: WB
ORIGINAL ISSUE DATE: 2023-10-26
CLIENT PROJECT NO: -

TITLE:

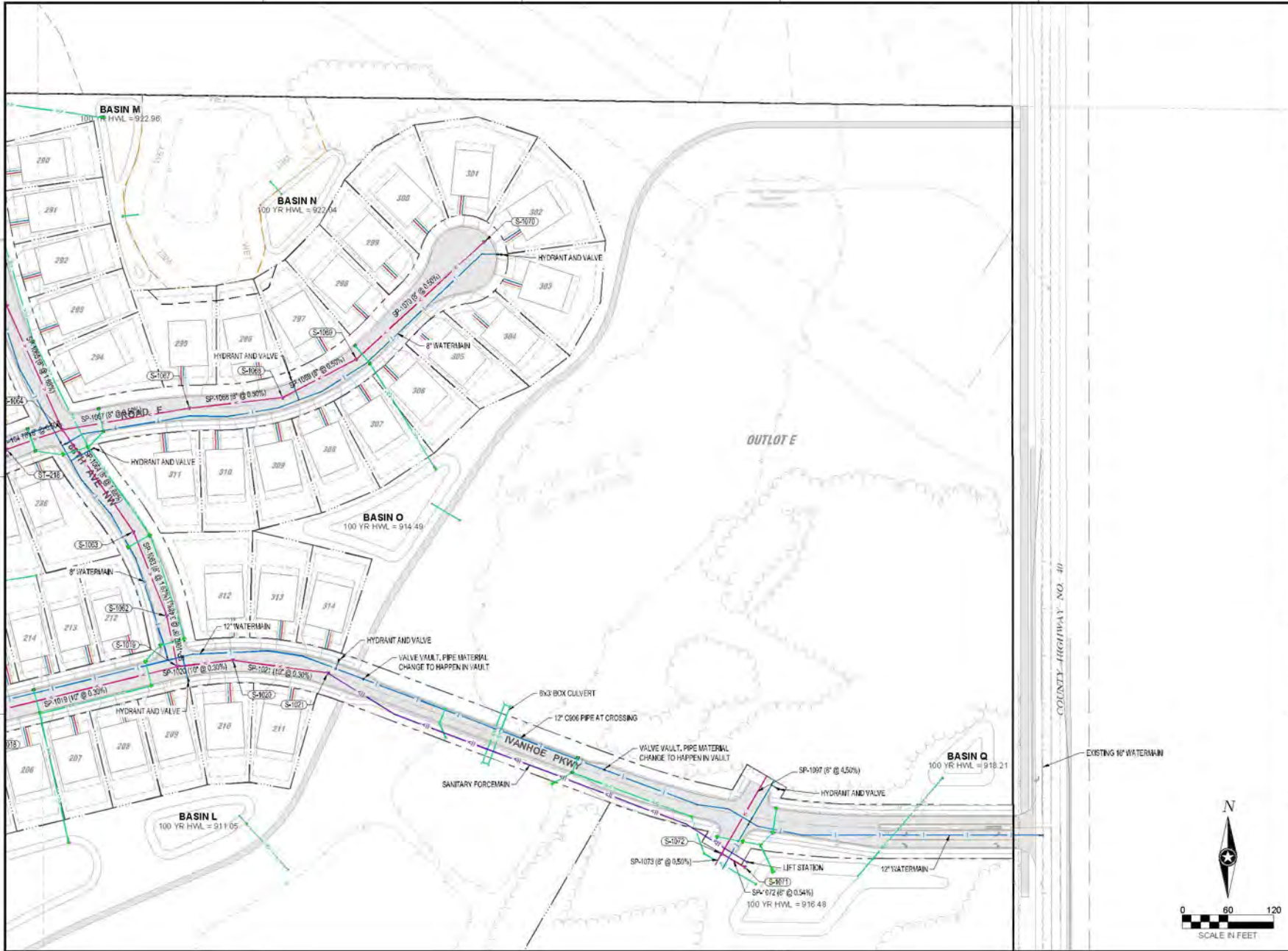
UTILITY PLAN

SHEET

39

OF 65

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION







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PROJECT

**LENNAR HOMES
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ELK RIVER MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

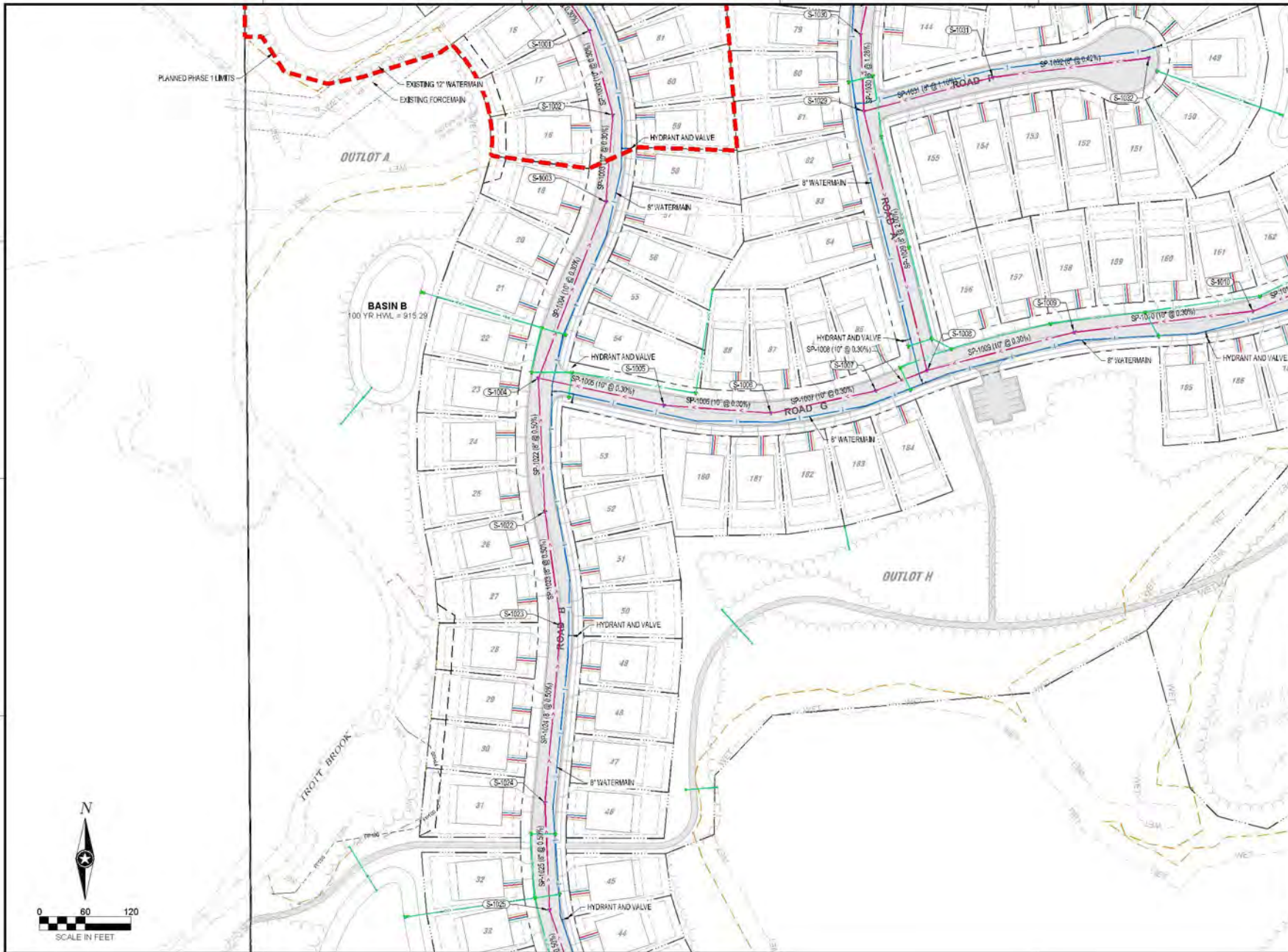
PROJECT NO: 22-26553
FILE NAME: 26553-7 UTILITY SANWTR (PPLA)
DRAWN BY: TTK
DESIGNED BY: TTK
REVIEWED BY: WB
ORIGINAL ISSUE DATE: 2023-10-26
CLIENT PROJECT NO: -

TITLE:

UTILITY PLAN

SHEET

40 OF 65



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PROJECT

**LENNAR HOMES
BRADFORD PARK
DEVELOPMENT**

ELK RIVER MINNESOTA

REVISION SCHEDULE		
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FILE NAME: 26553-7 UTILITY SANWTR (PPLA)
DRAWN BY: TTK
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ORIGINAL ISSUE DATE: 2023-10-26
CLIENT PROJECT NO: -

TITLE:

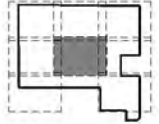
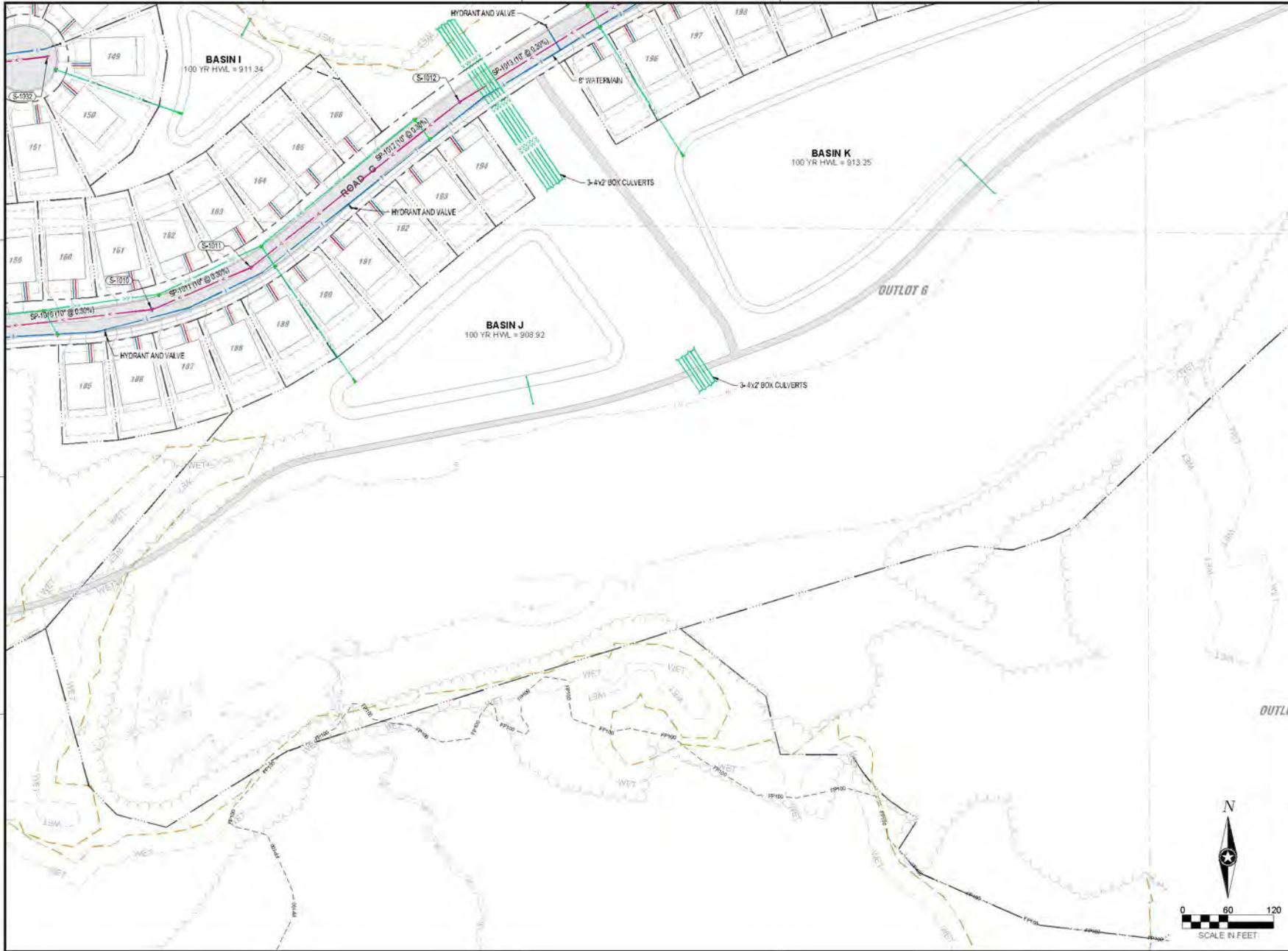
UTILITY PLAN

SHEET

41

OF 65

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**LENNAR HOMES
BRADFORD PARK
DEVELOPMENT**

ELK RIVER MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO: 22-26553
FILE NAME: 26553 - 7 UTILITY SANWTR (PPLA)
DRAWN BY: TTK
DESIGNED BY: TTK
REVIEWED BY: WB
ORIGINAL ISSUE DATE: 2023-10-26
CLIENT PROJECT NO: -

TITLE:

UTILITY PLAN

SHEET

42

OF 65

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SCALE IN FEET

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PROJECT

LENNAR HOMES **BRADFORD PARK** **DEVELOPMENT**

ELK RIVER MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO: 22-26553
FILE NAME: 26553-7 UTILITY SANWTR (PPLA)
DRAWN BY: TTK
DESIGNED BY: TTK
REVIEWED BY: WB
ORIGINAL ISSUE DATE: 2023-10-26
CLIENT PROJECT NO: -

TITLE:

UTILITY PLAN

SHEET

43

OF 65



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PROJECT
**LENNAR HOMES
BRADFORD PARK
DEVELOPMENT**

ELK RIVER MINNESOTA

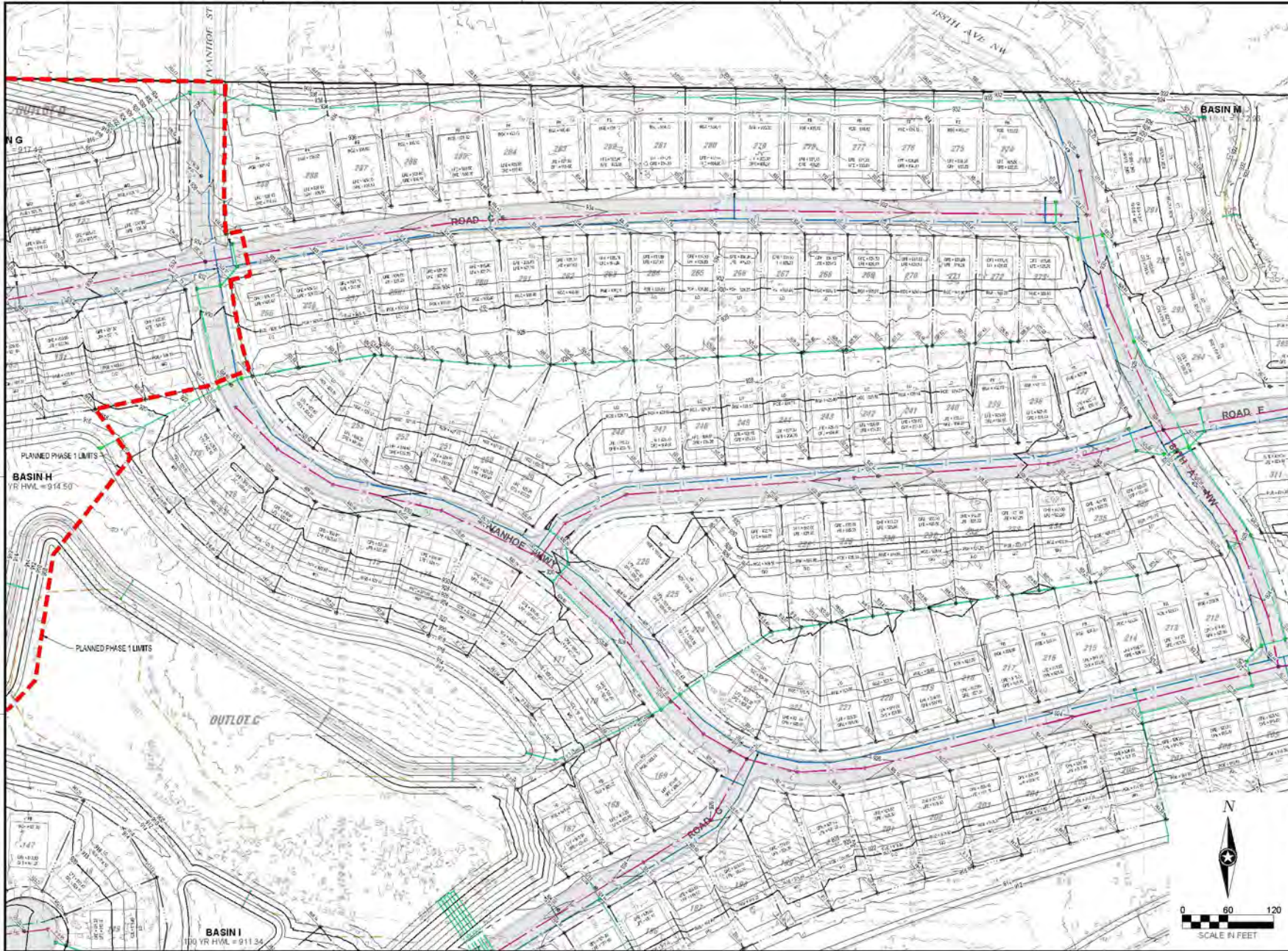
REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO: 22-26553
FILE NAME: 26553 - 9 GRADING (P) PLAT
DRAWN BY: TTK
DESIGNED BY: TTK
REVIEWED BY: WB
ORIGINAL ISSUE DATE: 2023-10-26
CLIENT PROJECT NO: -

TITLE:
GRADING PLAN

SHEET
44 OF 65

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PROJECT:
**LENNAR HOMES
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ELK RIVER MINNESOTA

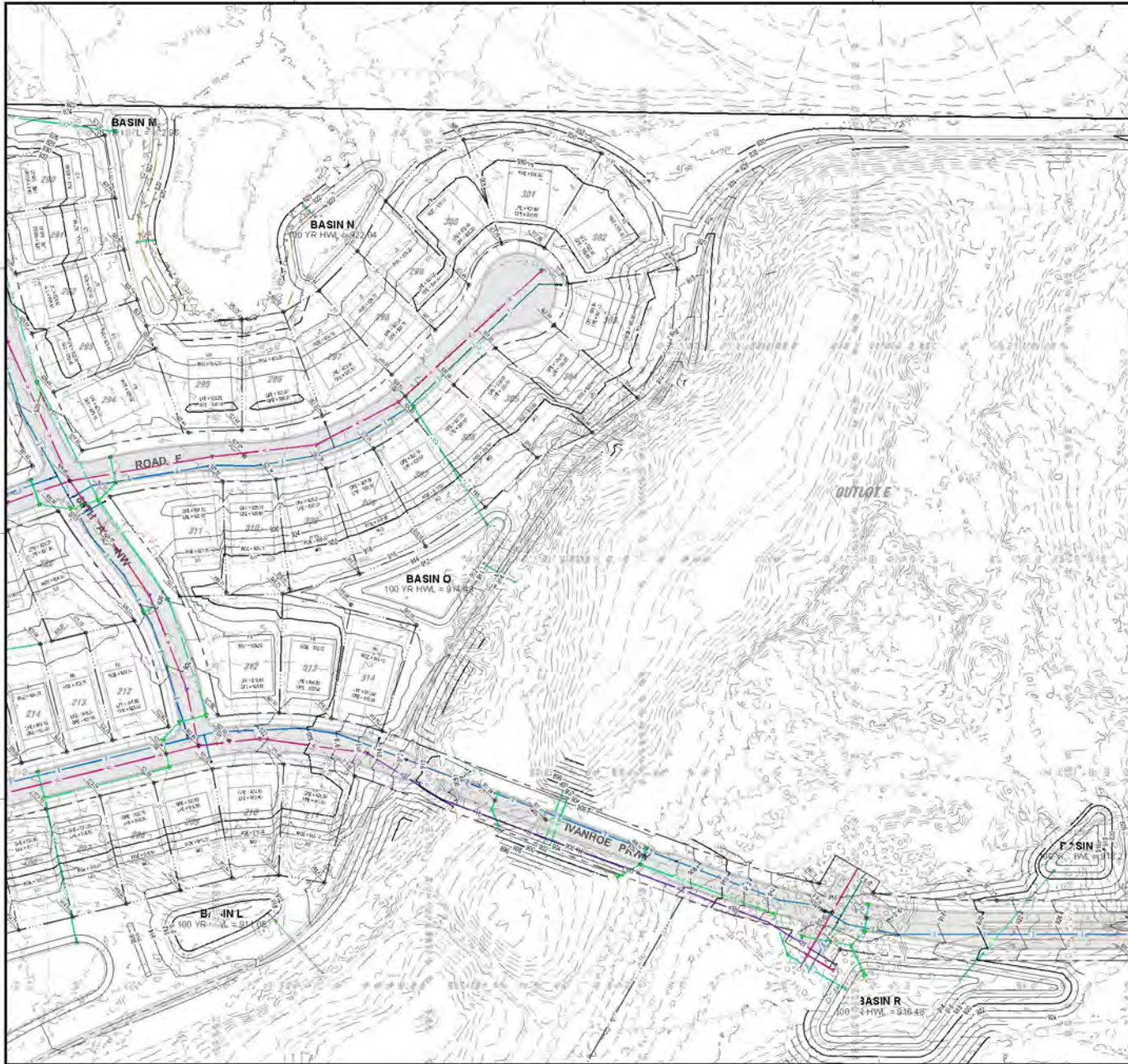
REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO: 22-0653
FILE NAME: 2553 - 9 GRADING (P) PLAT
DRAWN BY: TTK
DESIGNED BY: TTK
REVIEWED BY: WB
ORIGINAL ISSUE DATE: 2023-10-26
CLIENT PROJECT NO: -

TITLE:
GRADING PLAN

SHEET
45 OF 65

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PROJECT

LENNAR HOMES

BRADFORD PARK DEVELOPMENT

ELK RIVER MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.: 22-26503
FILE NAME: 26503 - 9 GRADING (P) PLAT
DRAWN BY: TTK
DESIGNED BY: TTK
REVIEWED BY: WB
ORIGINAL ISSUE DATE: 2023-10-26
CLIENT PROJECT NO.: -

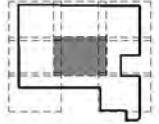
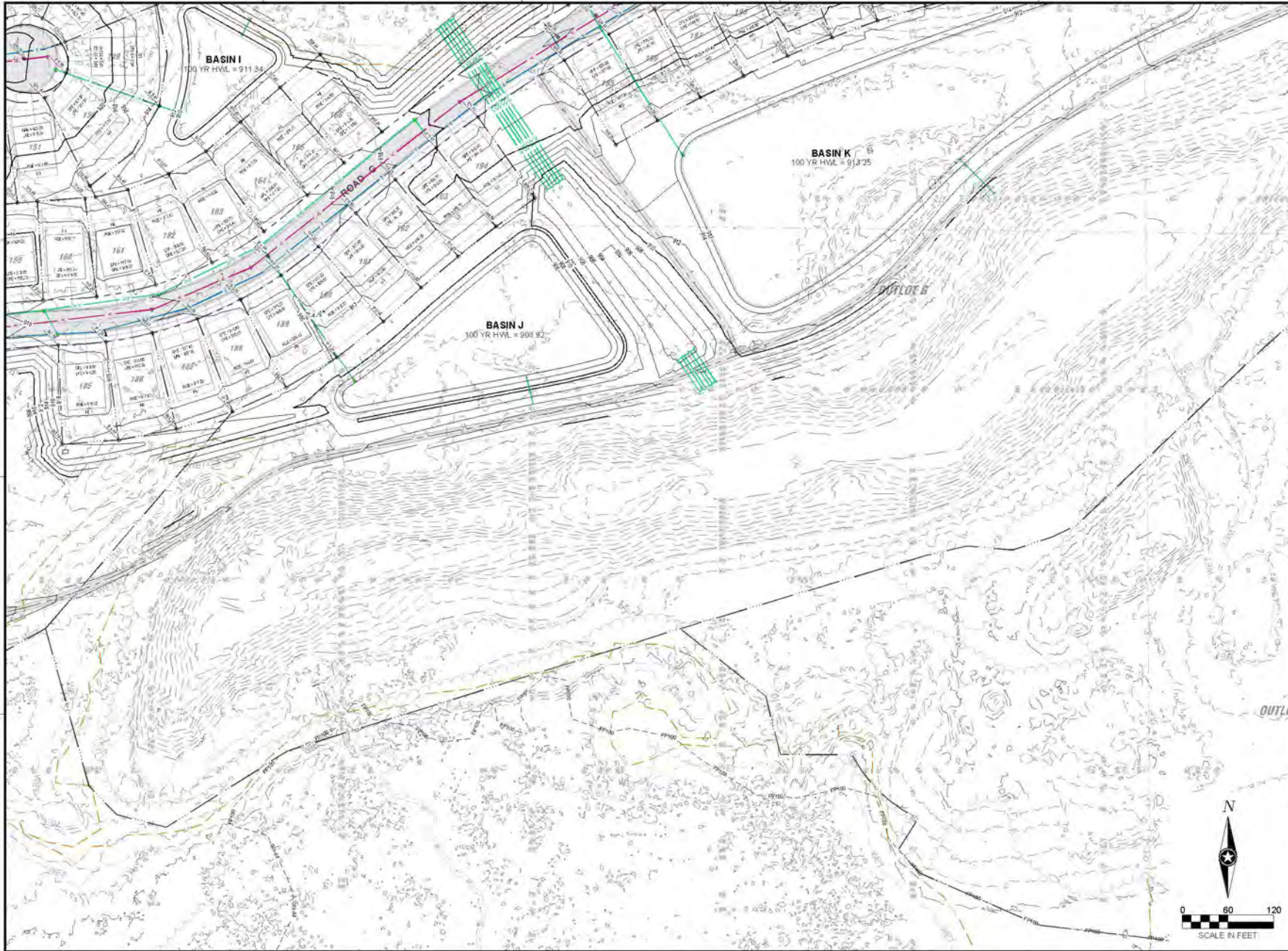
FILE:

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46 OF 65

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PROJECT

**LENNAR HOMES
BRADFORD PARK
DEVELOPMENT**

ELK RIVER MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO: 22-26553
FILE NAME: 26553 - 8 GRADING (P) PLAT
DRAWN BY: TTK
DESIGNED BY: TTK
REVIEWED BY: WB
ORIGINAL ISSUE DATE: 2023-10-26
CLIENT PROJECT NO: -

TITLE:

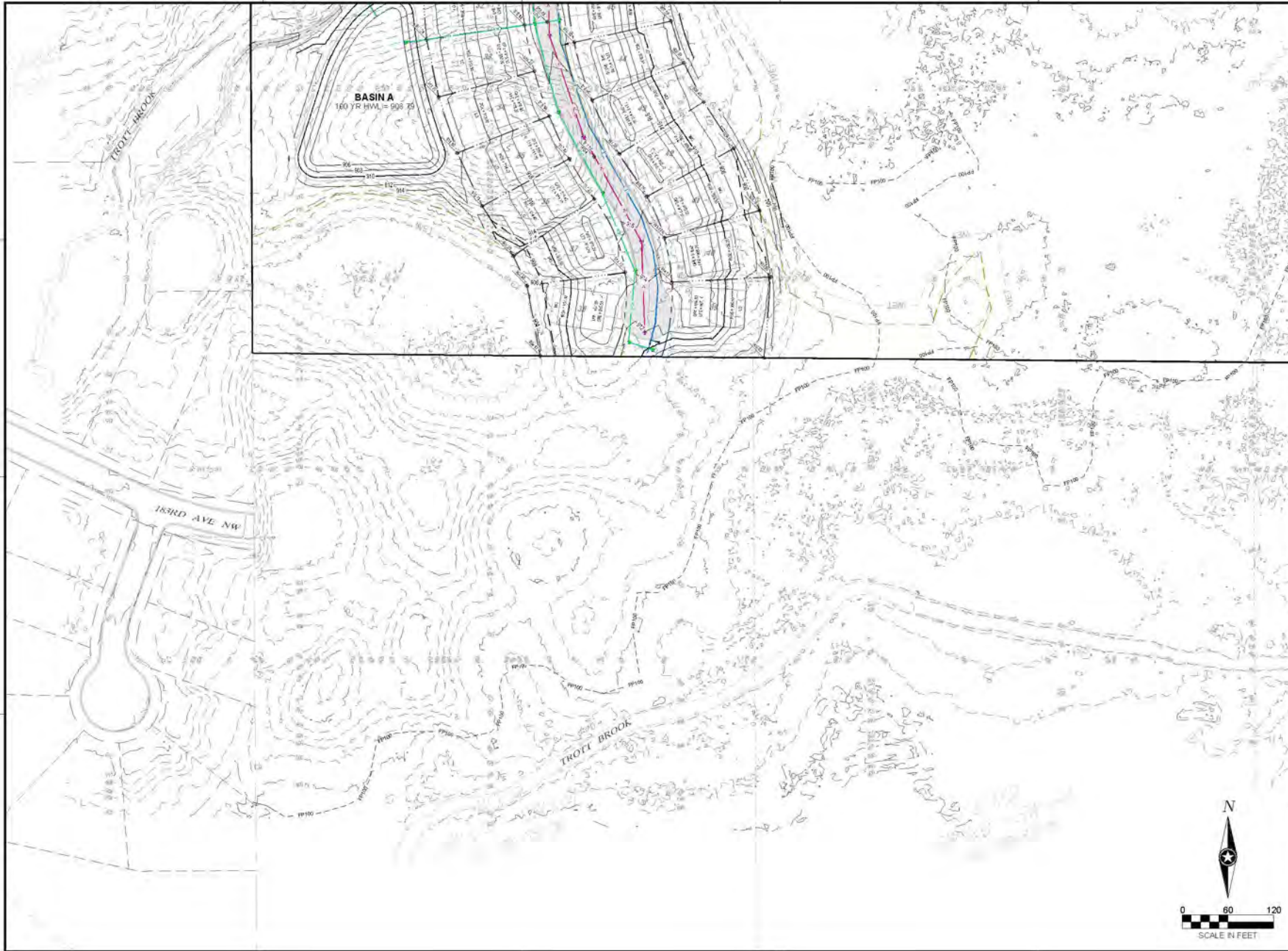
GRADING PLAN

SHEET

48

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PROJECT

**LENNAR HOMES
BRADFORD PARK
DEVELOPMENT**

ELK RIVER MINNESOTA

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TITLE:

GRADING PLAN

SHEET

49

OF 65



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COUNTY HIGHWAY NO. 40

PLANT SCHEDULE

PLANT CODE	PLANT NAME
CO	COMMON OAK
CM	COMMON MAPLE
BN	BUR OAK
PA	PANICLE HYDRANGEA
OS	ORNAMENTAL SHRUB
PS	PERENNIAL SPERMATOPHYTES
LA	LANDSCAPE TREES
TA	TREE ADORNMENT
UA	UNDERPLANTING
CA	COLORADO BLUE SPRUCE
CB	COMMON BIRCH
CD	COMMON DOGWOOD
CE	COMMON ELM
CF	COMMON FERN
CG	COMMON GINKGO
CH	COMMON HEDERA
CI	COMMON IRIS
CJ	COMMON JASMINE
CK	COMMON KENTUCKIA
CL	COMMON LILAC
CM	COMMON MIGNONILLA
CN	COMMON NERIS
CO	COMMON OAK
CP	COMMON PINE
CQ	COMMON QUERCUS
CR	COMMON RIVER
CS	COMMON SWEET
CT	COMMON TULIP
CU	COMMON ULM
CV	COMMON VIBURNUM
CW	COMMON WILLOW
CX	COMMON XANTHOXANTHUS
CY	COMMON YEW
CZ	COMMON ZEPHYRUS
DA	DAVID'S ELDER
DB	DAVID'S BIRCH
DC	DAVID'S CYPRESS
DD	DAVID'S DOGWOOD
DE	DAVID'S ELM
DF	DAVID'S FERN
DG	DAVID'S GINKGO
DH	DAVID'S HEDERA
DI	DAVID'S IRIS
DJ	DAVID'S JASMINE
DK	DAVID'S KENTUCKIA
DL	DAVID'S LILAC
DM	DAVID'S MIGNONILLA
DN	DAVID'S NERIS
DO	DAVID'S OAK
DP	DAVID'S PINE
DQ	DAVID'S QUERCUS
DR	DAVID'S RIVER
DS	DAVID'S SWEET
DT	DAVID'S TULIP
DU	DAVID'S ULM
DV	DAVID'S VIBURNUM
DW	DAVID'S WILLOW
DX	DAVID'S XANTHOXANTHUS
DY	DAVID'S YEW
DZ	DAVID'S ZEPHYRUS
EA	ELM
EB	ELDER
EC	ELDER
ED	ELDER
EE	ELDER
EF	ELDER
EG	ELDER
EH	ELDER
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ET	ELDER
EU	ELDER
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EX	ELDER
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EZ	ELDER
FA	FERN
FB	FERN
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FD	FERN
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GX	GINKGO
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HA	HEDERA
HB	HEDERA
HC	HEDERA
HD	HEDERA
HE	HEDERA
HF	HEDERA
HG	HEDERA
HH	HEDERA
HI	HEDERA
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IB	IRIS
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OX	OAK
OY	OAK
OZ	OAK
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PC	PANICLE
PD	PANICLE
PE	PANICLE
PF	PANICLE
PG	PANICLE
PH	PANICLE
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PK	PANICLE
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PY	PANICLE
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SS	SWEET
ST	SWEET
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XQ	XANTHOXANTHUS
XR	XANTHOXANTHUS





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DIAN YELLE PIERQUET

DATE: 09/20/2022 LIC. NO.: 49121

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PROJECT:

**LENNAR HOMES
BRADFORD PARK
DEVELOPMENT**

ELK RIVER MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO: 2206503
FILE NAME: 3993-9LANDSCAPE (PLAT)
DRAWN BY: TTK
DESIGNED BY: TTK
REVIEWED BY: WB
ORIGINAL ISSUE DATE: 2022-10-26
CLIENT PROJECT NO: -

TITLE:

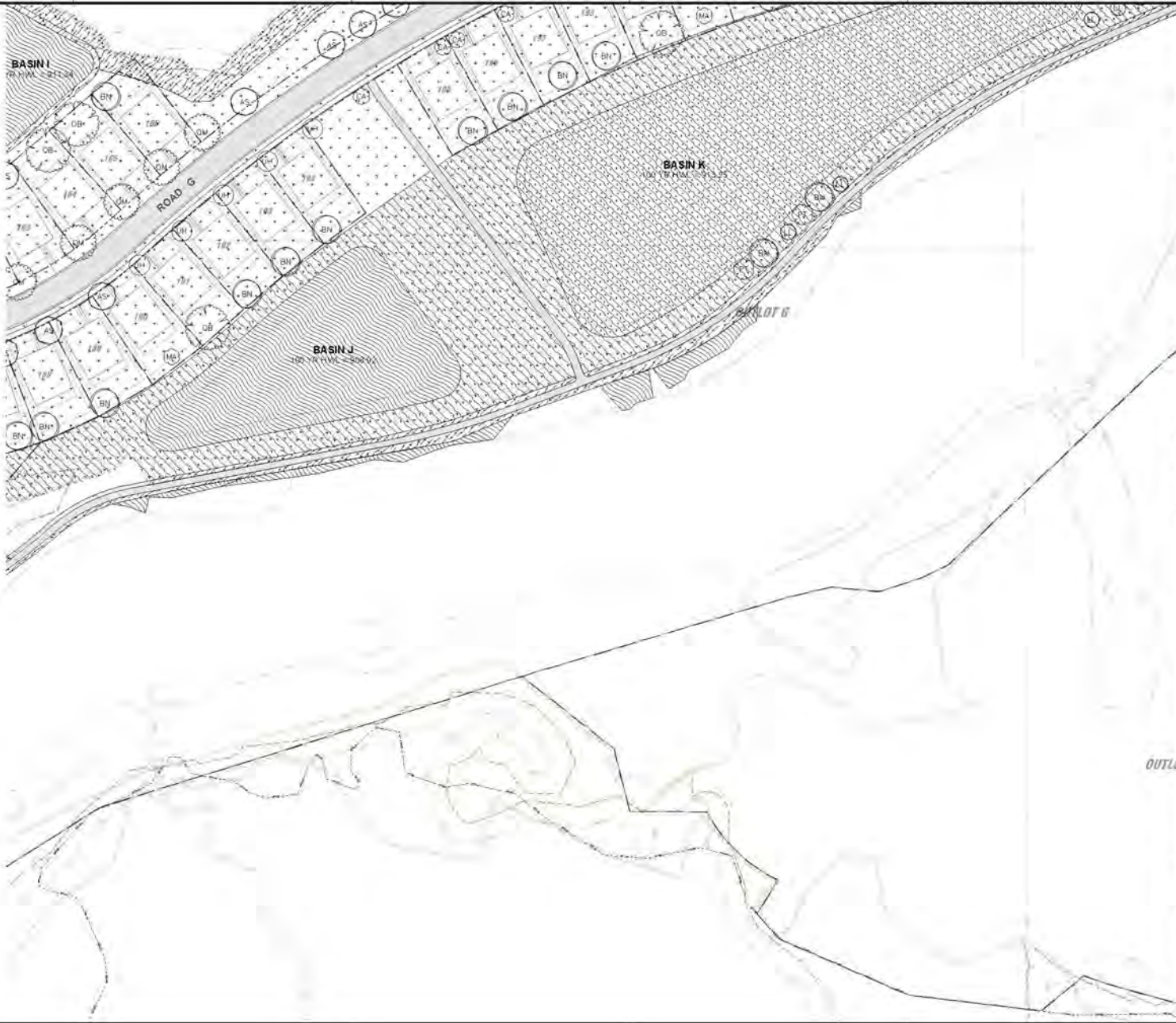
PLANTING PLAN

SHEET

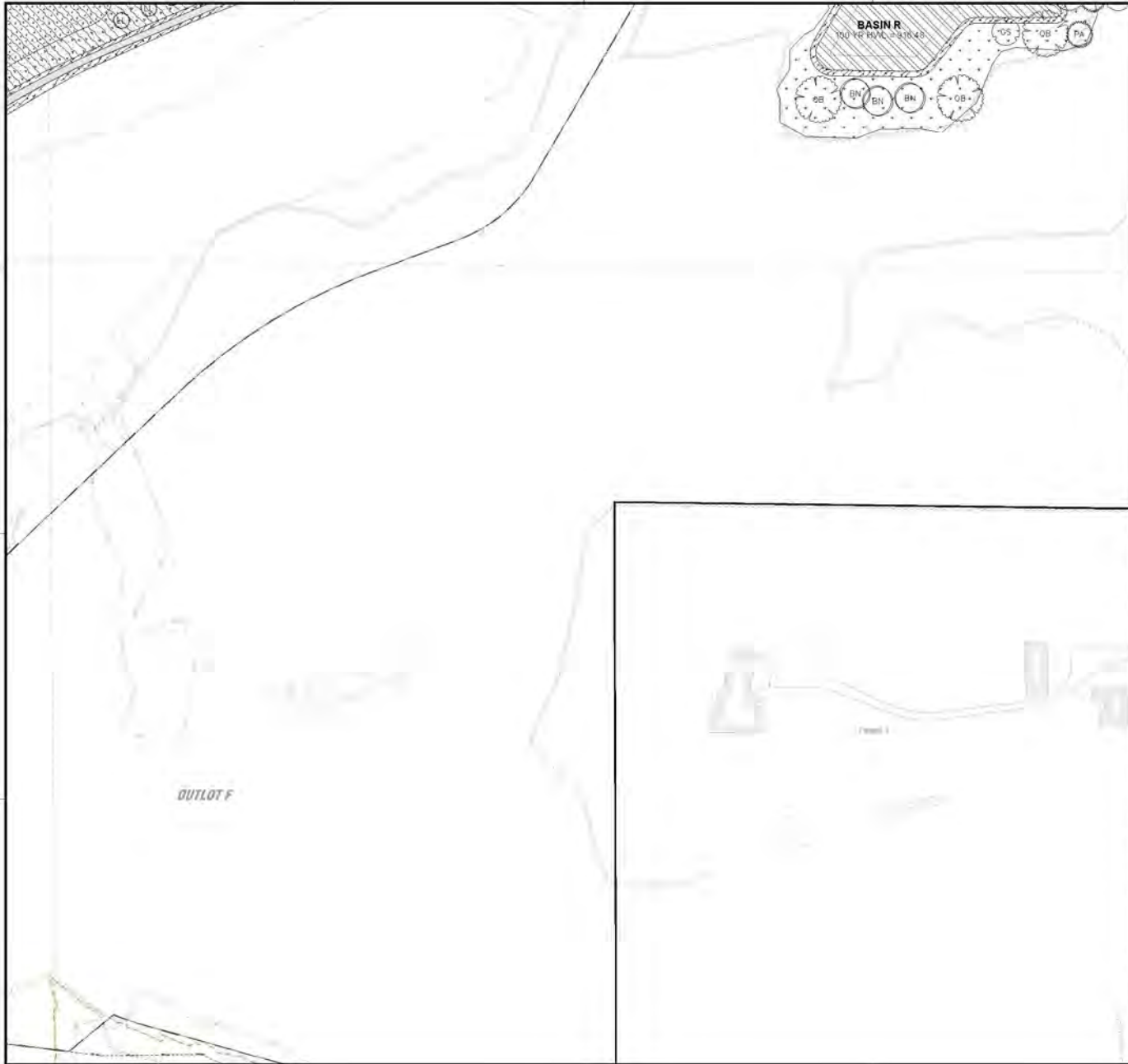
54
OF 55

PLANT SCHEDULE

SYMBOL	PLANT SPECIFICATION
1	1" DB CALIF. REDWOOD
2	2" DB CALIF. REDWOOD
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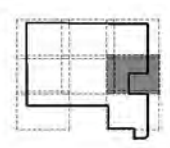
OUTLINE



- PLANT SCHEDULE**
- 1. 1" DBL. 10' TALL
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DATE: 09/20/2023 LIC. NO.: 49121

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PROJECT:

**LENNAR HOMES
BRADFORD PARK
DEVELOPMENT**

ELK RIVER MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

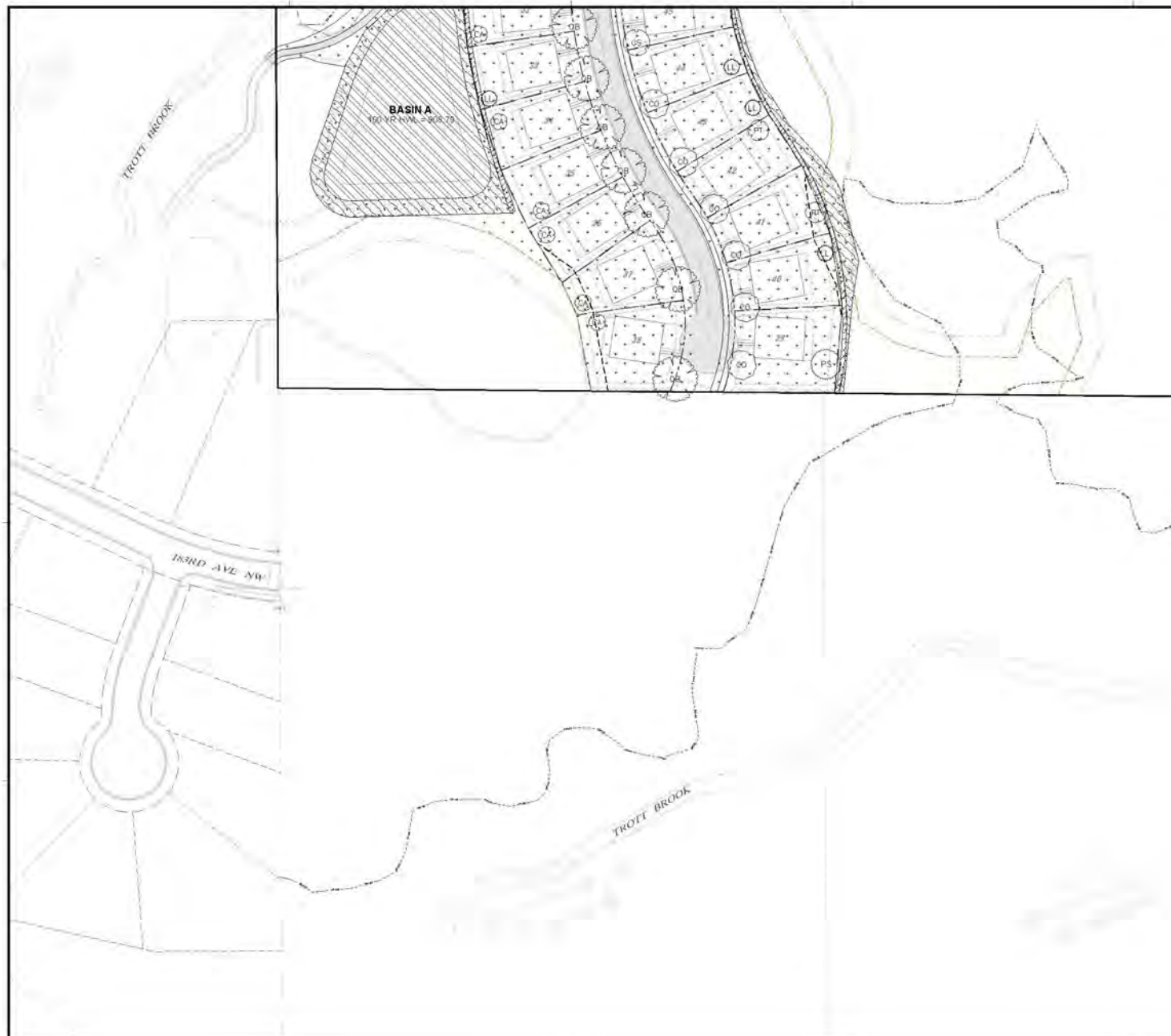
PROJECT NO.: 22-36503
 FILE NAME: 25503 - 9 LANDSCAPE (PLAT)
 DRAWN BY: TTK
 DESIGNED BY: TTK
 REVIEWED BY: WB
 ORIGINAL ISSUE DATE: 2023-10-26
 CLIENT PROJECT NO.: -

TITLE:

PLANTING PLAN

SHEET

55 OF 65

[illegible]

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DANYELLE PIERQUET

DATE XX/XX/XXXX UC No. 49121

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PROJECT:	
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LENNAR HOMES
BRADFORD PARK
DEVELOPMENT

ELK RIVER MINNESOTA

[illegible]

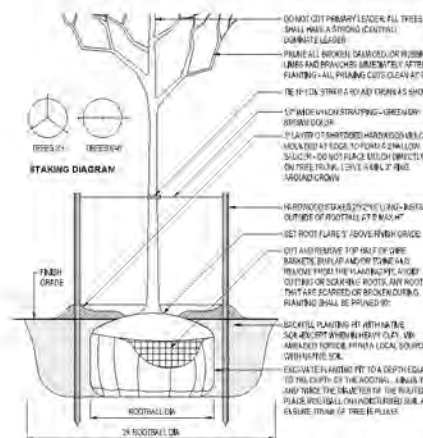
PROJECT NO:	22-26553
FILE NAME:	26553 - 9 LANDSCAPE (PLAT)
DRAWN BY:	TTK
DESIGNED BY:	TTK
REVIEWED BY:	WB
ORIGINAL ISSUE DATE:	2022-10-29
CLIENT PROJECT NO:	-

FILE	
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PLANTING PLAN

Sheet

56



DECIDUOUS TREE PLANTING
NTS LD705



EVERGREEN TREE PLANTING
NTS LD710

- ### PLANTING NOTES
- COORDINATE LOCATION OF ALL UTILITIES (LINES, DUCTS, CONDUITS, SLEEVES, FOOTINGS, ETC.) WITH LOCATIONS OF PROPOSED LANDSCAPE ELEMENTS (FENCE, FOOTINGS, TREE ROOTBALLS, ETC.). CONTRACTOR SHALL REVIEW ANY DISCREPANCIES TO OWNER'S REPRESENTATIVE PRIOR TO CONTINUING WORK. SAVE AND PROTECT ALL EXISTING TREES NOT NOTED TO BE REMOVED.
 - REMOVE ALL CONSTRUCTION DEBRIS AND MATERIALS HINDERING TO PLANT GROWTH FROM PLANTING PITS AND BEDS PRIOR TO BACKFILLING WITH PLANTING GARD.
 - REFER TO PLANTING DETAILS FOR AMENDED SOIL DEPTH IN PLANTING BEDS AND SURROUNDING TREES.
 - FIELD STAKE PLANTINGS ACCORDING TO PLAN. OWNERS REPRESENTATIVE SHALL APPROVE ALL PLANT LOCATIONS PRIOR TO INSTALLATION. OWNERS REPRESENTATIVE RESERVES THE RIGHT TO REVISE PLANTING LAYOUT AT TIME OF INSTALLATION.
 - ALL PLANT MATERIALS SHALL BE TRUE TO THEIR IDENTIFIC NAME AND SIZE AS INDICATED IN THE PLANT SCHEDULE.
 - IF DISCREPANCIES EXIST BETWEEN THE NUMBER OF PLANTS DRAWN ON THE PLANTING PLAN AND THE NUMBER OF PLANTS IN THE SCHEDULE, THE PLANTING PLAN SHALL PREVAIL.
 - ANY PROPOSED SUBSTITUTIONS OF PLANT SPECIES SHALL BE MADE WITH PLANTS OF EQUIVALENT OVERALL FORM, HEIGHT, BRANCHING HABIT, FLOWER, LEAF, COLOR, FEEL AND CULTURE, AND ONLY AFTER WRITTEN APPROVAL OF THE OWNER'S REPRESENTATIVE.
 - ALL PLANT MATERIALS MUST CONFORM TO AMERICAN STANDARDS FOR HURDURY STOCK (ANSI Z60.1), LATEST EDITION PUBLISHED BY THE AMERICAN ASSOCIATION OF HURDURMEN, WASHINGTON D.C. LARGER SIZED PLANT MATERIALS OF THE SPECIES LISTED MAY BE USED IF THE STOCK CONFORMS TO ANSI Z60.1.
 - ALL PLANT MATERIAL SHALL BE GUARANTEED BY THE CONTRACTOR TO BE IN A LIVE AND HEALTHY GROWING CONDITION FOR ONE FULL GROWING SEASON (ONE YEAR) AFTER FINAL PROJECT ACCEPTANCE OR SHALL BE REPLACED BY THE CONTRACTOR FREE OF CHARGE WITH THE SAME GRADE AND SPECIES.
 - ALL TREES SHALL HAVE A STRONG CENTRAL LEADER. ANY TREES DEEMED NOT TO HAVE A STRONG CENTRAL LEADER SHALL BE REJECTED.
 - CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGE DUE TO CONSTRUCTION OPERATIONS. ANY AREAS THAT ARE DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO ADDITIONAL COST TO THE OWNER.
 - PROVIDE SHREDED HARDWOOD MULCH SURROUNDING ALL PROPOSED TREES (2\"/>



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DIAN VELLE PIERQUET

DATE: 09/05/2024 LIC. NO.: 49121

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PROJECT:

LENNAR HOMES
BRADFORD PARK DEVELOPMENT

ELK RIVER MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.: 2204553
FILE NAME: 39931-3LANDSCAPE (RPT1)
DRAWN BY: TTK
DESIGNED BY: TTK
APPROVED BY: WD
ORIGINAL ISSUE DATE: 2024-09-26
CLIENT PROJECT NO.: -

TITLE:

PLANTING NOTES AND DETAILS

SHEET

57 OF 65

TREES	QTY	BOTANICAL / COMMON NAME	SIZE	ROOT
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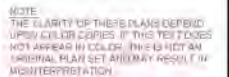
TREES	QTY	BOTANICAL / COMMON NAME	SIZE	ROOT
AS	83	ACER RUBRUM 'FRANKS RED' RED SUNSET MAPLE	2' CAL	B & B
CA	75	BETULA NIGRA RIVER BIRCH MULTITRUNK	10' HT MIN	B & B
CA	52	CARPINUS CAROLINIANA AMERICAN HORNBEAM	2' CAL	B & B
CO	18	CORYA CORONAVIRIS BITTERNUT HICKORY	2' CAL	B & B
CO	56	CORYLUS OCCIDENTALIS COMMON HICKBERRY	2' CAL	B & B
CT	48	GLEITSIA TRIACANTHOS 'BURNIE' SKYCOLE SKYLINE HONEYLOCUST	2' CAL	B & B
CT	41	GYMNOCADUS DIOICA 'ESPRESSO' KENTUCKY COFFEE TREE	2' CAL	B & B
MA	29	MAACDIA AUSTRALIS AMUR MAACDIA	2' CAL	B & B
PT	30	POPULUS TREMULOIDES QUINING ASPEN	2' CAL	B & B
QA	48	QUERCUS BRIDGERS BRYAMP WHITE OAK	2' CAL	B & B
QA	45	QUERCUS X MACDANIELI 'CLEMONS' TM HERITAGE OAK	2' CAL	B & B
UH	70	TILIA AMERICANA 'LICKSSENTRY' SENTRY LINDEN	2' CAL	B & B
UH	69	ULMUS X PATRIOT PATRIOT ELM	2' CAL	B & B
EVERGREEN TREES	QTY	BOTANICAL / COMMON NAME	SIZE	ROOT
AB	6	ABIES SALISBURIA BALSAAM FIR	6' HT MIN	B & B
TA	75	LARIX LARicina TAMARACK	8' HT MIN	B & B
TA	15	PICEA ABIES NORWAY SPRUCE	12' HT MIN	B & B
TA	5	PICEA GLAUCA DENSATA BLACK HILLS SPRUCE	12' HT MIN	B & B
TA	11	PIRUS BANKSIANA JACK PINE	6' HT MIN	B & B
TA	13	PIRUS STROBUS WHITE PINE	6' HT MIN	B & B

ORNAMENTAL TREES	QTY	BOTANICAL / COMMON NAME	SIZE	ROOT
	15	AMELANCHIER CANADENSIS SHADLOW SIB/ICEBERRY	2" CAL	5 & 6
	15	CRATAEGUS MOLLE DOWNY HAWTHORNE	2" CAL	5 & 6
	15	PRUNUS MAACKII AUER CHOCCHERRY	2" CAL	5 & 6
	12	VERONICA LENTAGO NAHMYERRY	2" CAL	5 & 6
SEED MIX	QTY	BOTANICAL / COMMON NAME		
	60,902 SF	BIOFILTRATION MIX 1 ISG CUSTOM SAND SPECIALIST MIX		
	125,002 SF	BIOFILTRATION MIX 2 ISG CUSTOM EXTREME CONDITIONS MIX		
	257,089 SF	SEED MIX FINE PESQUE TURF FINE PESQUE TURF		
	3,341,622 SF	SEED MIX MINDOT 25-131 MINDOT SEED MIX - LOW MAINTENANCE TURF		
	265,878 SF	SEED MIX MINDOT 33-261 STORMWATER SOUTH-AND WEST		
	191,136 SF	SEED MIX MINDOT 33-262 DRY SWALE / POND MIX		
	256,571 SF	SEED MIX MINDOT 35-241 MINDOT SEED MIX - PESICO PRAIRIE GENERAL		

GENERAL LANDSCAPE REQUIREMENTS

- TREES SHALL HAVE A TRUNK DIAMETER OF NOT LESS THAN TWO (2) INCHES, AND SHALL BE PLANTED IN NOT LESS THAN ONE CUBIC YARD OF GOOD GROWING SOIL, WITH SUFFICIENT AMOUNT OF FERTILIZER.
- BOWLEAVARD TREES SHALL BE PLANTED AT INTERVALS OF AT LEAST ONE (1) PER LOT, AT A DISTANCE OF AT LEAST SIX (6) FEET BUT LESS THAN TWELVE (12) FEET FROM BEHIND THE CURB.
- YARD TREES SHALL BE PLANTED IN INTERVALS OF ONE TREE PER LOT AND LOCATED BETWEEN THE EDGE OF THE RIGHT-OF-WAY AND FRONT OF THE HOUSE.
- CORNER LOTS SHALL REQUIRE TWO BOWLEAVARD TREES, ONE PER STREET FRONTAGE.

PLANT TYPE	REQUIRED	ADDITIONAL	TOTAL
DECIDUOUS TREES	800	0	800
EVERGREEN TREES	75	0	75



LWYELLE PIERQUET

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PROJECT:

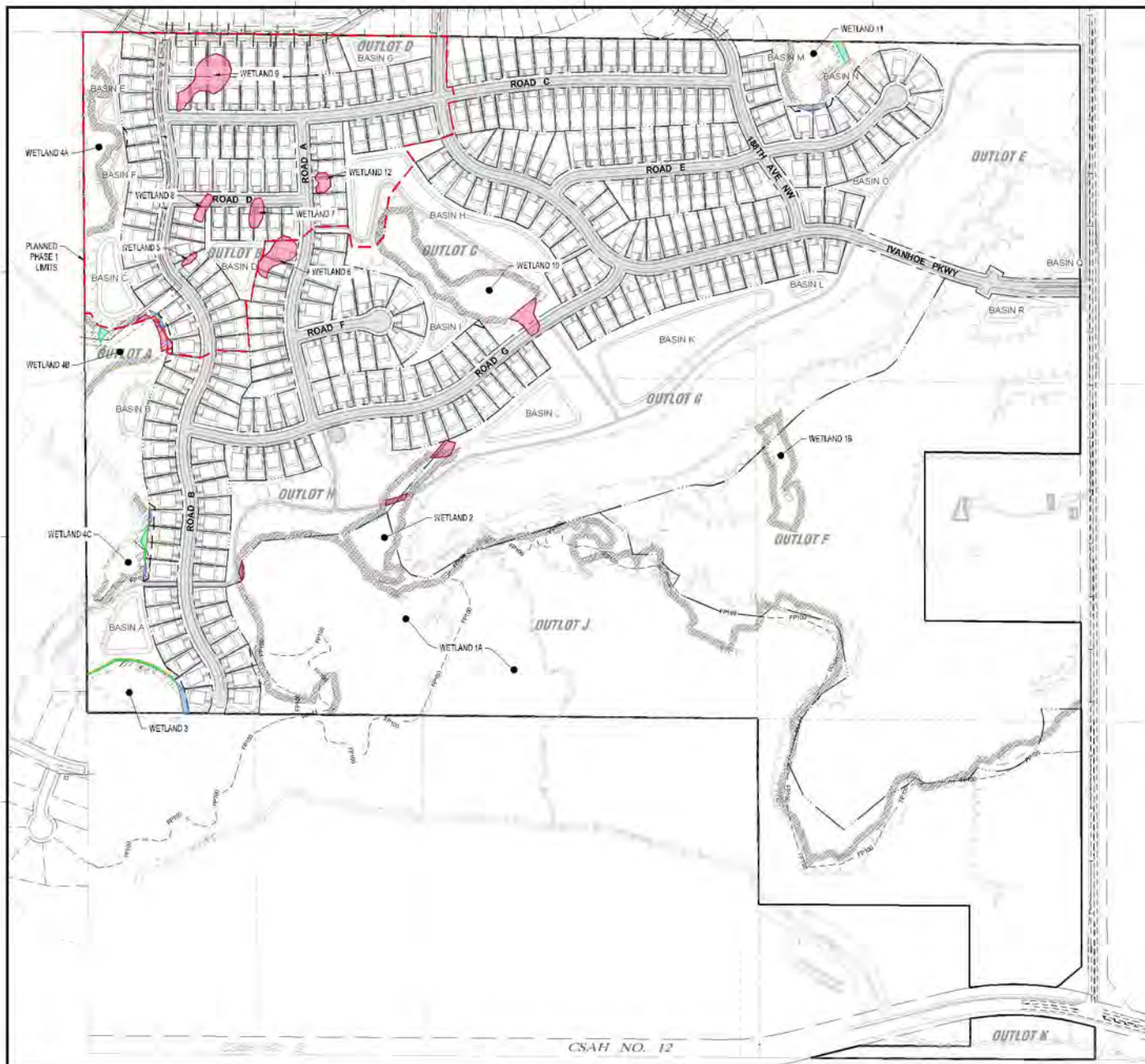
ELK RIVER MINNESOTA

PROJECT NO:	22-24553
FILE NAME:	2003 - LANDSCAPE (PLOT)
DRAWN BY:	TTK
DESIGNED BY:	TTK
REVIEWED BY:	WD
ORIGINAL ISSUE DATE:	2023-10-26
CURRENT PROJECT NO:	

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SHEET

OF 65



WETLAND LEGEND

	WETLAND BUFFER AREA
	REQUIRED RIPARIAN WETLAND BUFFER
	ADVERSE BUFFER AREA NOT IN COMPLIANCE
	POTENTIAL EXCESS WETLAND BUFF OR AREA

WETLAND	WETLAND PERIMETER (LF)	WETLAND AREA (SF)	TOTAL AREA IMPACTED (SF)	AVERAGE WETLAND BUFFER (LF)
PHASE 1 IMPACTS				
4A	967	35,227	0	25
5	172	1,418	1,478	N/A
6	489	12,343	12,343	N/A
7	293	5,181	5,181	N/A
8	278	3,969	3,969	N/A
9	701	21,390	21,390	N/A
12	246	3,727	3,727	N/A
SUBTOTAL	3,146 LF	83,315 SF	45,008 SF	
FUTURE PHASING IMPACTS				
1A	7,152	1,302,803	896	25
1B	1,011	22,720	0	25
2	1,560	42,007	5,123	25
3	481	53,845	0	25
4B	967	36,930	3,667	25
4C	609	15,830	0	25
10	1,813	75,148	8,014	25
11	724	31,223	0	25
SUBTOTAL	14,317 LF	2,214,078 SF	17,700 SF	
TOTAL	17,463 LF	2,297,391 SF	65,788 SF	
TOTAL	3.31 MI	52.74 AC	1.51 AC	



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WHITNEY M. S. BEHNEY

DATE: 09/20/2023 LIC. NO.: 80768

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PROJECT:

**LENNAR HOMES
BRADFORD PARK
DEVELOPMENT**

ELK RIVER MINNESOTA

DATE	REVISION SCHEDULE	DESCRIPTION	BY

PROJECT NO: 22-26553

FILE NAME: 25503-10 WETLAND (P) (A)

DRAWN BY: TTK

DESIGNED BY: TTK

REVIEWED BY: WB

ORIGINAL ISSUE DATE: 2023-10-26

CLIENT PROJECT NO: -

TITLE:

**OVERALL
WETLAND
IMPACTS PLAN**

SHEET

59

OF 65

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



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WHITNEY M. S. BEHNY

DATE: 09/20/2023 LIC. NO.: 00768

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PROJECT

LENNAR HOMES BRADFORD PARK DEVELOPMENT

ELK RIVER MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO: 22-26553
FILE NAME: 26553 - 10 WETLAND (PLAT)
DRAWN BY: TTK
DESIGNED BY: TTK
REVIEWED BY: WB
ORIGINAL ISSUE DATE: 2023-10-26
CLIENT PROJECT NO: -

DETAILED WETLAND IMPACTS PLAN

SHEET
60
OF 65

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PROJECT

**LENNAR HOMES
BRADFORD PARK
DEVELOPMENT**

ELK RIVER MINNESOTA

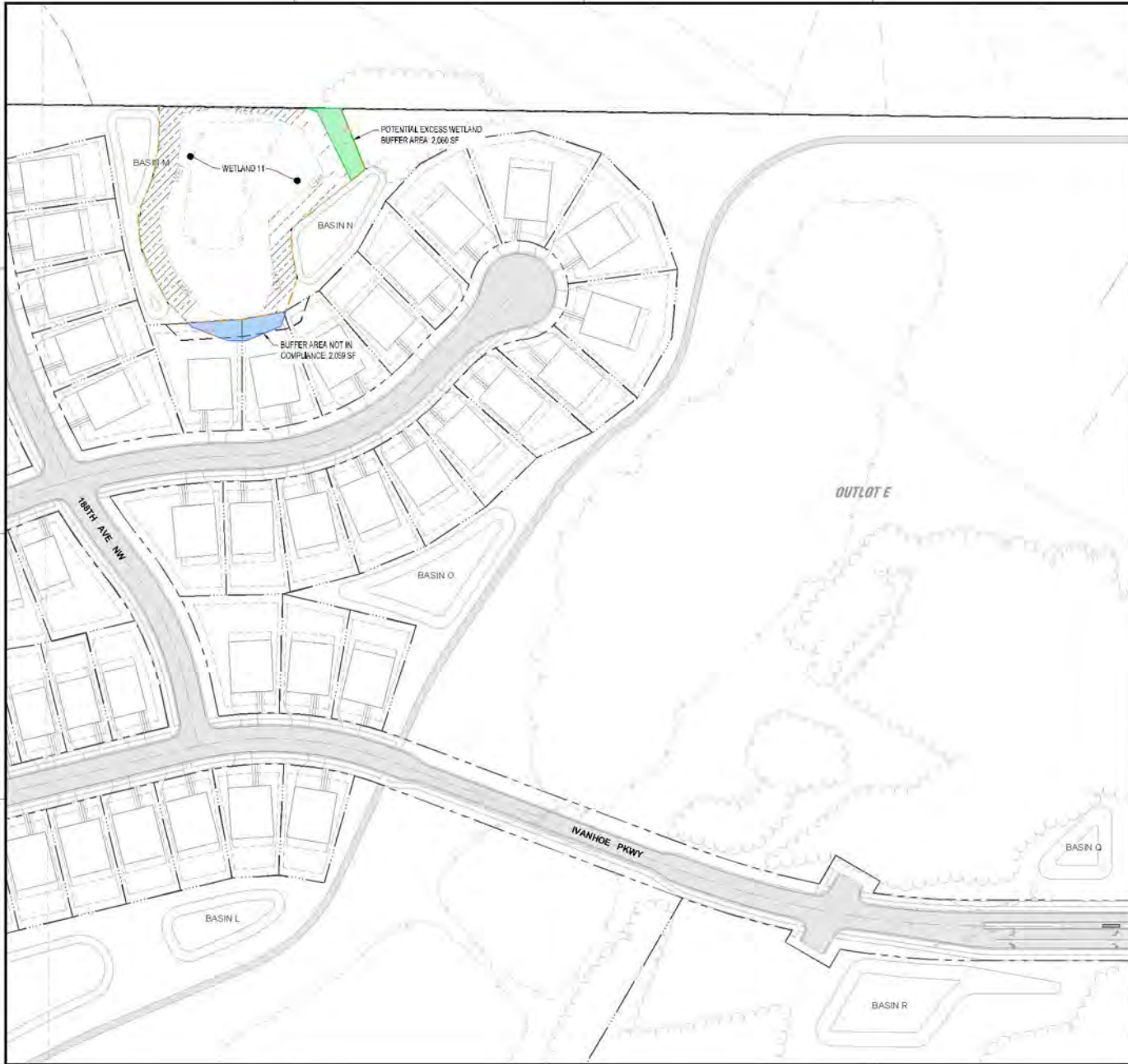
REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO: 22-26553
FILE NAME: 26553-10 WETLAND (PLAT)
DRAWN BY: TTK
DESIGNED BY: TTK
REVIEWED BY: WB
ORIGINAL ISSUE DATE: 2023-10-26
CLIENT PROJECT NO: -

TITLE:
**DETAILED
WETLAND
IMPACTS PLAN**

SHEET
61 OF 65

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



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PROJECT

LENNAR HOMES
BRADFORD PARK
DEVELOPMENT

ELK RIVER MINNESOTA

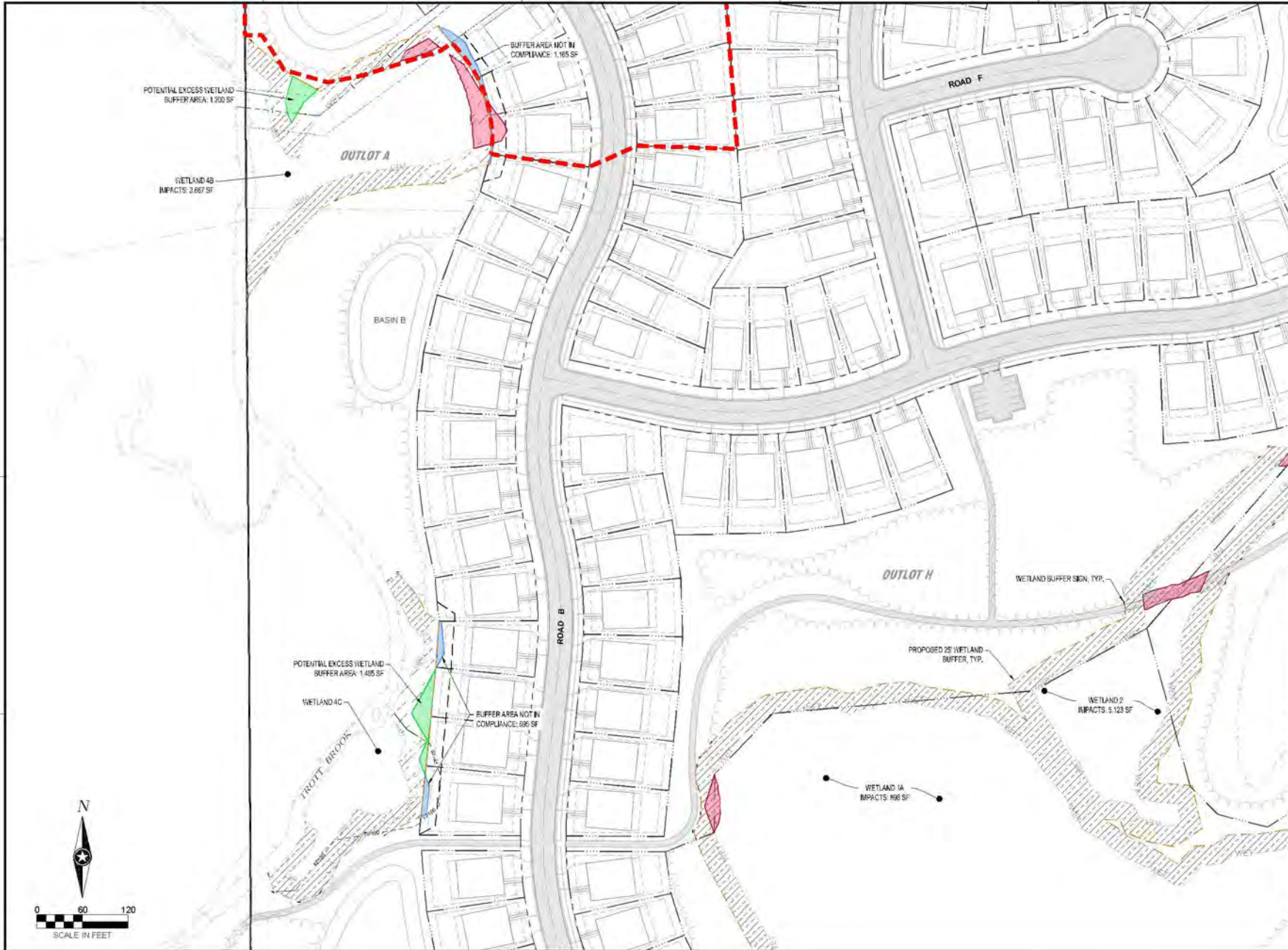
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DRAWN BY: TTK
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ORIGINAL ISSUE DATE: 2023-10-26
CLIENT PROJECT NO.: -

TITLE:
**DETAILED
WETLAND
IMPACTS PLAN**

SHEET
62 OF 65

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



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PROJECT

LENNAR HOMES BRADFORD PARK DEVELOPMENT

ELK RIVER MINNESOTA

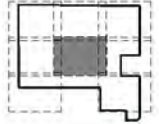
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REVIEWED BY: WB
ORIGINAL ISSUE DATE: 2023-10-26
CLIENT PROJECT NO: -

DETAILED WETLAND IMPACTS PLAN

SHEET
63 OF 65

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PROJECT
**LENNAR HOMES
BRADFORD PARK
DEVELOPMENT**

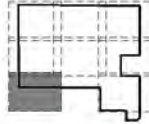
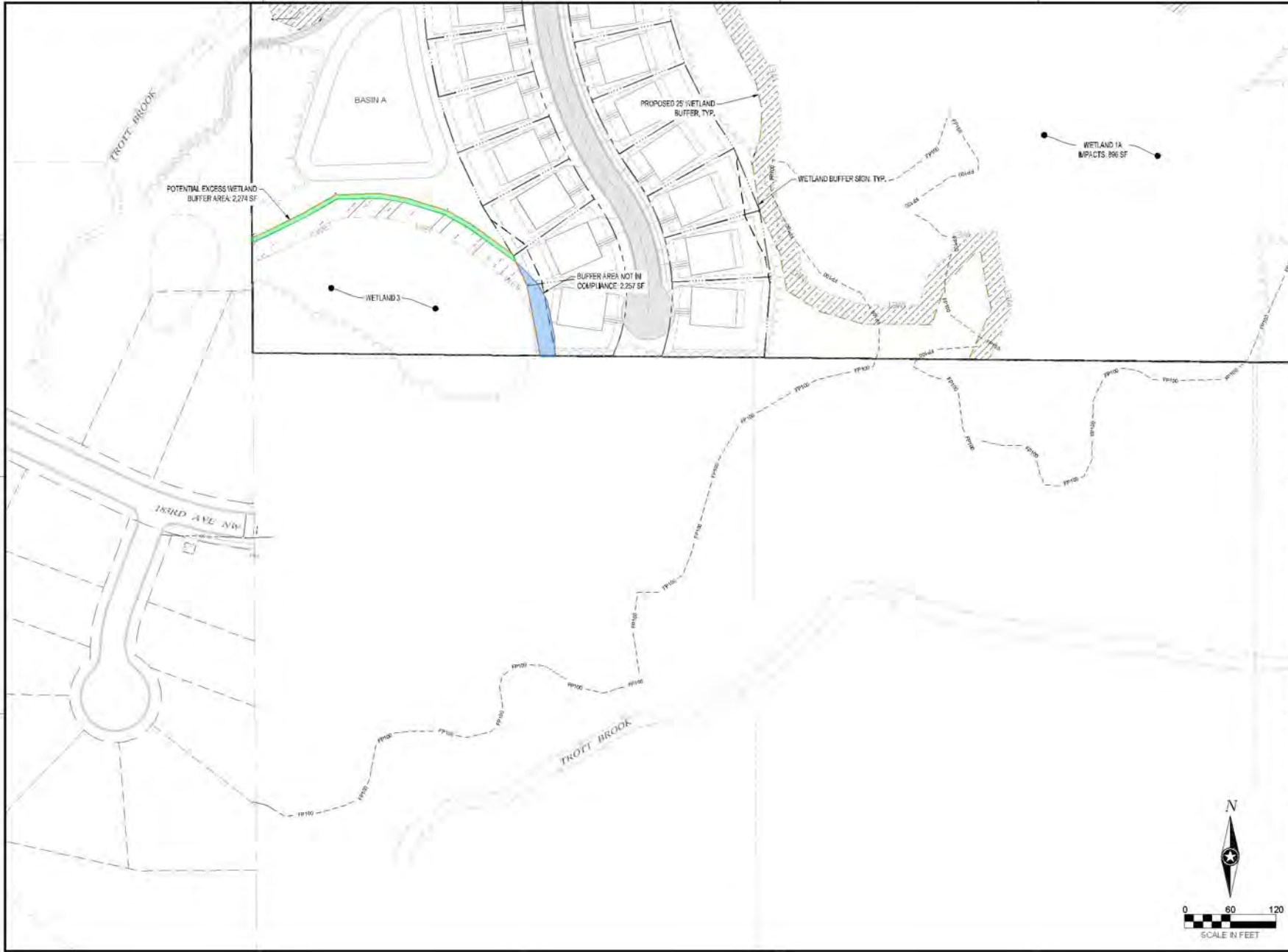
ELK RIVER MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO: 22-26553
FILE NAME: 2553-10 WETLAND (PLAT)
DRAWN BY: TTK
DESIGNED BY: TTK
REVIEWED BY: WB
ORIGINAL ISSUE DATE: 2023-10-26
CLIENT PROJECT NO: -

TITLE:
**DETAILED
WETLAND
IMPACTS PLAN**

SHEET
64
OF 65



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**LENNAR HOMES
BRADFORD PARK
DEVELOPMENT**

ELK RIVER MINNESOTA

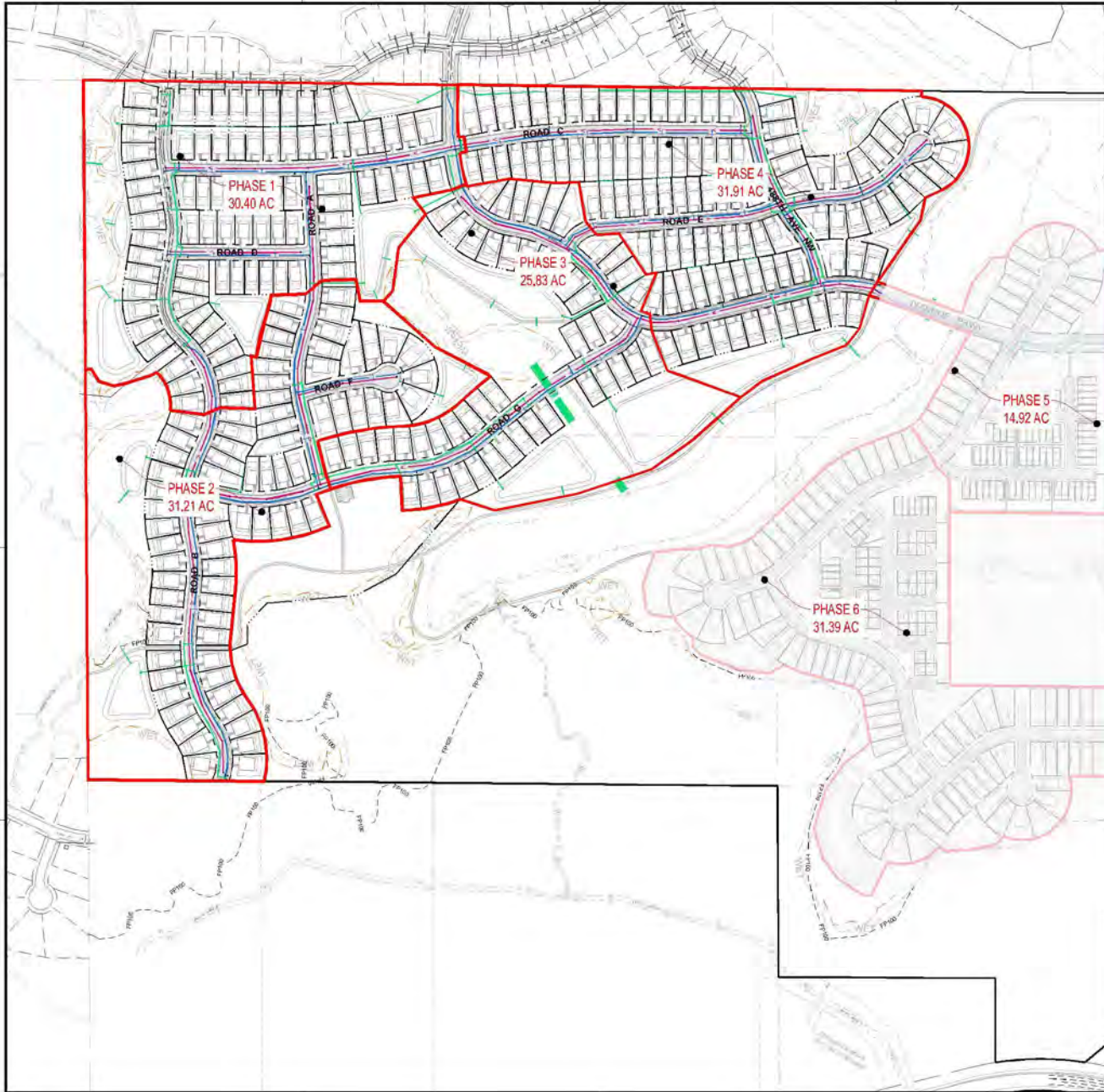
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CLIENT PROJECT NO.: -

TITLE:
**DETAILED
WETLAND
IMPACTS PLAN**

SHEET
65 OF 65

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



NOTE: PHASING PLAN IS
PRELIMINARY AND MAY CHANGE
BASED ON STATE OF THE
MARKET AND DEVELOPMENT
FLUCTUATIONS.



	65 LOTS	55 LOTS	45 LOTS	MULTI FAMILY LOTS
PHASE 1	56	32	0	0
PHASE 2	56	19	0	0
PHASE 3	39	10	0	0
PHASE 4	53	52	0	0
FUTURE PRELIM PLAT PHASES				
PHASE 5	0	21	0	58
PHASE 6	0	40	89	62



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**LENNAR HOMES
BRADFORD PARK
DEVELOPMENT**

ELK RIVER MINNESOTA

REVISION SCHEDULE		
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FILE NAME: 26553 PHASING PLAN
DRAWN BY: TTK
DESIGNED BY: TTK
REVIEWED BY: WB
ORIGINAL ISSUE DATE: 2023-10-26
CLIENT PROJECT NO: -

TITLE:
PHASING PLAN

SHEET
2 OF 65

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



Zack Carlton
Community Development Director
City of Elk River
13065 Orono Pkwy
Elk River, MN 55330

RE: PC Staff Report - Response Letter to Conditions

- Zone change from R1d to PUD, Case No. ZC 23-05
- CUP establishing a PUD for Bradford Park subdivision, Case No. CU 23-10.
- Preliminary plat of the Bradford Park Subdivision, Case No. P 21-08

Zack,

We have reviewed the Request for Action Staff Report dated for the May 23, 2023 Planning Commission and have addressed each of the recommended conditions for approval. Please note that for your convenience each condition is restated below along with our corresponding response.

PUD CONDITIONS

1. A PUD Agreement shall be developed and signed by both parties prior to releasing a final plat for recording.

ISG Response: Noted.

2. Streets and access must comply with MN State Fire Code Chapter 5 and Appendix D.

ISG Response: It is understood that the design of the development shall comply with applicable standards set in the Minnesota State Fire Code, Chapter 5 and Appendix D.

3. Staff approval of all site, utility, engineering, and landscaping plans.

ISG Response: Noted.

4. Submit a phasing plan outlining the anticipated subdivision additions.

ISG Response: A phasing plan has been prepared and provided with this submission per the request. Note that phasing is subject to change throughout the years as market and inventory fluctuates. This graphic is provided as a visual aid and concept.

5. Hydrants must be spaced to ensure all portions of a residence are within 250 feet of a hydrant.

ISG Response: Hydrants are spaced at 250-ft. This will be confirmed via the final plat of each phase that will have a hydrant coverage plan sheet within each plan set.

6. All watermain shall be looped. Dead-end watermain are not permitted.

ISG Response: Noted. Per email correspondence, watermain has been connected through the extension of Ivanhoe.

7. The watermain beneath Ivanhoe Parkway shall be continuous along the entire street to the connection beneath CR40.

ISG Response: The watermain beneath Ivanhoe has been looped and connected. Note that per email correspondence and future maintenance the City has directed that the developer install the watermain via Directional Drilling than standard open cut trench operations. This is requested based on potential future maintenance to limit disturbance to the surrounding mining pits and roadway.

Developer and City are recommended to discuss cost sharing due to "over sizing" of utilities.

8. The watermain beneath Ivanhoe Parkway should be increased from an 8" line to a 12", matching the existing pipe size in Miske Meadows.

ISG Response: The watermain has been changed in size per the plans.

Developer and City are recommended to discuss cost sharing due to "over sizing" of utilities.

9. The existing lift station must remain energized throughout the entire construction process.

ISG Response: Noted. Plans for final construction shall include notes that the contractor is responsible for maintaining the lift station throughout construction.

10. State and local approval of all wetland permits related to the proposed wetland fill.

ISG Response: Developer has submitted items for wetlands permits through state and local agency. City support for the extension of Ivanhoe, impacting the existing mining ponds, is assumed as the connection is a request from the City.

11. An internal monotony code for home facades shall be developed and memorialized in the PUD agreement.

ISG Response: Noted. The developer has been made aware of this comment.

12. Construct trails and trail connections as recommended by the Park and Recreation Commission.

ISG Response: Noted. Plans presented reflect modifications agreed upon by the Parks and Recreation Commission and Developer.

13. Mailboxes shall be clustered.

ISG Response: Noted. Mailbox locations and style is determined by local post office. This is not an engineering decision and will not be illustrated on preliminary or final plans.

14. The front yard setback of 25 feet shall apply to both streets for all corner lots.

ISG Response: Front yard setback is set at 25-ft. Corner side setbacks have been shown as 20-ft since initial concept submittals in 2022 & have remained for all submissions. This is industry standard and is being requested as part of the PUD for side yard flexibility on corner homesites – the design regulations have been put on the plans to reflect this through site planning efforts since last year.

15. Driveways shall be limited to 18 feet wide at the property line.

ISG Response: Driveway widths are 20-ft to accommodate homeowner operations with the assumption of 2-vehicles per households. This assumption is supported with the previously submitted parking study, per the Developer standards, and agreed to by staff because 18 feet can be too narrow at the curb.

16. All buildable lots shall include a drainage and utility easement for areas within the 45-foot wetland setback or within 45 feet of the OHW for stormwater ponds.

ISG Response: Plans have been updated to show 20-ft beyond the proposed 25-ft wetland buffer when impacting an adjacent residential lot. Per previous conversations with City staff, it is assumed that this area will operate similar to a building setback where no permanent structure can be erected within its extent.

The areas where the "wetland buffer strip setback" (per City of Elk River Ordinance) infringe on adjacent residential lots is shown throughout the updated preliminary plan set. Note these setbacks will not be platted / shown on the overall plat. If there is a separate understanding of this requirement, please inform the developer and engineer as soon as possible.

It is assumed that the Ordinary High Water Level (OHW) is the same as the Normal Water Level (NWL). The basins within the preliminary plat are designed as "dry" stormwater management areas, therefore the OHW would not apply to any basins within the applicable area of the development. In addition, the central mining pits were evaluated and the 45-ft setback does not impact the adjacent residential lots.

17. Grading for trails along the pond shall be designed to minimize impacts to existing grades and vegetation.

ISG Response: Trails along the mining pits and wetlands have been designed to match back into the existing surface at a recoverable slope of 4:1 (per Federal Highway Administration (FHWA)) where applicable.

18. Grading for the trail north of Ivanhoe shall be updated to create a stable platform/bench for the trail. Slopes leading to and from the trail must be reduced to minimize erosion.

ISG Response: The trail north of Ivanhoe is based on surrounding elevations of the existing mining pits, proposed and existing roadways, and proposed home sites. The slopes of the trails are following ADA standards and dictating the running slope. The trail matches back into existing elevations at a maximum 4:1 slope per Federal Highway Administration (FHWA) defines as a recoverable and traversable slope.

19. Landscape plans shall identify an overstory tree in the front yard of every parcel and no more than four of the same tree species shall be on adjacent lots.

ISG Response: Plans have been confirmed to identify overstory trees in the front yard and corresponding table has been provided on each plan sheet in the margins.

20. Add a trail/sidewalk to the south side of Ivanhoe Parkway as it crosses the pond.

ISG Response: A sidewalk has been added to the south of Ivanhoe. As the development is limiting impact to the mining pits, the relative north sidewalk has been removed.

21. Complete the trail loop around the central pond as part of this approval of the Bradford Park development.

ISG Response: The trail has been "completed" with this resubmission.

22. Complete the trail connection from the park trail to the sidewalk near lots 45 and 46.

ISG Response: The trail connection has been "completed".

23. Create a trail connection from the sidewalk near lot 194, between basins J and K, to the trail along the pond. This provides maintenance and pedestrian access.

ISG Response: The site has been modified and configured to include the requested trail between basins J and K.

Developer and City are recommended to discuss cost sharing due to addition and relocation of the trail head. Conversations on this trail were discussed via teams meeting and at the June 14th, 2023 Parks and Recreation Commission.

24. Establish a trail connection throughout lot C.

ISG Response: A trail connection through outlot C has been established.

25. The street terminating near lots 38 and 39, shall end in a full cul-de-sac.

ISG Response: Cul-de-sac is shown on the prepared plans.

26. A sign noting "future through street" shall be posted at all temporary dead-end streets.

ISG Response: Noted. This will be shown within the Final Construction plans per phase/addition.

Please contact me at 952.426.0699 or via email at Whitney.Behny@ISGInc.com with any questions or if there is any additional information we can provide in support of this project.

Sincerely,

Whitney Behny, PE
Project Engineer



Ordinance 23-_____

An Ordinance Amending the Zoning Map of the City of Elk River, Minnesota, to Rezone Certain Property from Single-Family Residential (R-1d) to Planned Unit Development (PUD)

The City Council of the City of Elk River does hereby ordain as follows:

SECTION 1. That the duly adopted Zoning Map of the City of Elk River is hereby amended to rezone the property described on attached **Exhibit A** to Planned Unit Development (PUD):

SECTION 2. That the rezoning approved by this Ordinance is based on the following findings:

1. **The rezoning is consistent with the City of Elk River Land Use Plan adopted, and updated, as part of the City of Elk River Comprehensive Plan.**

SECTION 3. That this ordinance shall take effect upon satisfaction of the conditions noted in **Exhibit B** and be published as provided by law.

Passed and adopted by the City Council of the City of Elk River this 17th day of July 2023.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk

Exhibit A

The South Half of the Northwest Quarter; the Southwest Quarter of the Northeast Quarter; the North Half of the Southwest Quarter; the Southwest Quarter of the Southeast Quarter; and the Northwest Quarter of the Southeast Quarter; excepting from the forgoing description the following described Parcel 1 and Parcel 2; but adding to the forgoing description an easement over the Easement Parcel, described below:

Parcel 1: The East 660 feet of the South 660 feet of the North 936 feet of the Northwest Quarter of the Southeast Quarter of said Section 36.

Parcel 2: The West 825 feet of the North 550 feet of the South 600 feet of the Southwest Quarter of the Southeast Quarter; together with that part of the East 75 feet of the Southeast Quarter of the Southwest Quarter lying South of the Westerly extension of the North line of said South 600 feet of the Southwest Quarter of the Southeast Quarter; all being part of Section .36, Township 33, Range 26.

Exhibit B

1. A PUD agreement shall be approved by the City Council prior to recording the Zone Change.



Ordinance 24 - ____

An Ordinance Amending Chapter, 30, Division 9, Other Nonoverlay Districts, of the City of Elk River, Minnesota, City Code

The City Council of the City of Elk River does hereby ordain as follows:

SECTION 1. That **Chapter 30, Division 9, Other Nonoverlay Districts**, of the City of Elk River Code of Ordinances shall be amended to add the following Subdivision and Section:

Subdivision III. Approved Planned Unit Development Districts

Section 30-1600. – Bradford Park PUD

- (a) Legal Description. The following described property located within the City of Elk River, Sherburne County, Minnesota is hereby zoned PUD, Planned Unit Development:

The following property located in Section 36, Township 33, Range 26, Sherburne County, Minnesota:

The South Half of the Northwest Quarter; the Southwest Quarter of the Northeast Quarter; the North Half of the Southwest Quarter; the Southeast Quarter of the Southwest Quarter; the Southwest Quarter of the Southeast Quarter; and the Northwest Quarter of the Southeast Quarter; excepting from the forgoing description the following described Parcel 1 and Parcel 2; but adding to the forgoing description an easement over the Easement Parcel, described below:

Parcel 1: The East 660 feet of the South 660 feet of the North 936 feet of the Northwest Quarter of the Southeast Quarter of said Section 36.

Parcel 2: The West 825 feet of the North 550 feet of the South 600 feet of the Southwest Quarter of the Southeast Quarter; together with that part of the East 75 feet of the Southeast Quarter of the Southwest Quarter lying South of the Westerly extension of the North line of said South 600 feet of the Southwest Quarter of the Southeast Quarter; all being part of Section 36, Township 33, Range 26;

- (b) PUD Development Standards. The property shall be subject to the following standards.

(1) Uses

a. Permitted Uses

1. Residential, single family.
2. Residential facilities (one to six persons).
3. State licensed residential facilities or a housing with services establishment registered under chapter 144D serving six or fewer persons, a licensed day care facility serving 12 or fewer persons, and a group family day care facility licensed under Minnesota Rules, parts 9502.0315 to 9502.0445 to serve 14 or fewer children shall be considered a permitted single family residential use of property for the purposes of zoning, except that a residential facility whose primary purpose is to treat juveniles who have violated criminal statutes relating to sex offenses or have been adjudicated delinquent on the basis of conduct in violation of criminal statutes relating to sex offenses shall not be considered a permitted use.

b. Accessory Uses

1. Accessory dwelling units
2. Residential occupations.
3. Structures, accessory.
4. Towers (less than 60 feet in height).
5. Signs (as permitted in section 30-851 et seq.).

c. Conditional Uses

1. Kennels, private

(2) Lot Size

a. The PUD permits lot sizes as follows:

<u>Lot Type</u>	<u>Unit Count</u>	<u>Minimum Lot Width</u>	<u>Minimum Lot Depth</u>	<u>Typical Lot Area</u>
<u>Min. 55' Single-Family Lots</u>	<u>112</u>	<u>55' - 0"</u>	<u>130' - 0"</u>	<u>7,150 SF</u>
<u>Min. 65' Single-Family Lots</u>	<u>202</u>	<u>65' - 0"</u>	<u>130' - 0"</u>	<u>8,450 SF</u>

(3) Setbacks

a. Single Family Lots

1. Primary Structures

<u>Front Setback</u>	<u>25' - 0"</u>
<u>Side Setback</u>	<u>7' - 6"</u>
<u>Rear Setback</u>	<u>20' - 0"</u>
<u>Corner Front Setback</u>	<u>20' - 0"</u>

2. Accessory Structures

<u>Front Setback</u>	<u>25' - 0"</u>
<u>Side Setback</u>	<u>5' - 0"</u>
<u>Rear Setback</u>	<u>5' - 0"</u>
<u>Corner Front Setback</u>	<u>20' - 0"</u>

3. Accessory structures shall be limited to two-detached structures.
4. Total garage space (attached and detached) shall be limited to 1,200 SF.
5. All other setbacks shall be consistent with the relevant section of the city code.

(4) Additional Design Standards:

- a. Driveways width is limited to 20' – 0" as measured at the front property line or the entire distance between the curb and sidewalk.
- b. Driveways must be setback 5'-0" from side property lines.
- c. Internal monotony code
 1. Adjacent homes shall not repeat the same façade design or primary exterior color.
 2. This standard also applies to the nearest three lots across the street.
 3. The builder shall demonstrate compliance with this standard when the building permit is submitted.

- (5) Any standard not specifically described within this section shall remain consistent with the City of Elk River Code of Ordinances.

- (c) Development Plans. The PUD shall be developed in accordance with the following plans, as amended from time to time, on file at city hall.

Plan A – Preliminary Plat of Bradford Park as approved by the Elk River City Council on July 17, 2023, and subject to all conditions of approval.

Plan B – Bradford Park Phase 1 Construction Plans prepared by ISG and dated March 25, 2024.

SECTION 4. That this ordinance shall take effect upon adoption and be published as provided by law.

Passed and adopted by the City Council of the City of Elk River this 20th day of May, 2024.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



Request for Action

To
City Council

Item Number
7.5

Meeting Date
May 20, 2024

Prepared By
Zack Carlton, Community Development Director

Item Description
Ordinance 24-13 Amendment: PUD for Spectrum Schools

Reviewed by:
Zack Carlton
Cal Portner
Tina Allard

Action Requested

Adopt, by motion, an ordinance establishing the PUD district and standards for Spectrum Schools

Background/Discussion

On March 4, 2024, the Elk River City Council approved a zone change and CUP authorizing the establishment of a Planned Unit Development (PUD) for Spectrum Schools. The city code now states that PUDs should be established through an ordinance rather than through the CUP process. This change was made to improve the availability of PUD information for property owners or developers working within the PUD, and to ease future amendments to the PUD district.

While this PUD development was approved under the previous guidance, requiring a PUD agreement rather than an ordinance, staff initiated the ordinance amendment process to codify the PUD standards in alignment with the current process. As development of the site has not yet begun, the transition to an ordinance puts the project in a better long-term position for developers and landowners as they seek to build out their school uses.

The proposed PUD ordinance incorporates the plans and development standards discussed during the Planning Commission and City Council meetings, including the conditions of approval from the City Council. The City Council packet is also attached for reference.

Planning Commission

The Planning Commission held a public hearing for this ordinance amendment on April 23, 2024. No one spoke during the hearing and comments for or against the proposal have not been received.

The Commission did not have any questions and unanimously recommended approval.

Financial Impact

None

The Elk River Vision

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



Mission/Policy/Goal

Supports the growth and development of the business community.
Agile, adapting to the changing needs of the community.

Attachments

1. City Council Packet dated 3-4-2024
2. Ordinance Document - Spectrum Schools



Request for Action

To Mayor and City Council		Item Number 7.2
Agenda Section Public Hearings	Meeting Date March 4, 2024	Prepared by Zack Carlton, Community Development Director
Item Description Spectrum Schools Planned Unit Development (PUD): 17796 & 17823 Industrial Cir NW - Zone Change from I-1 and BP to PUD - Conditional Use Permit to establish the PUD		Reviewed by Chris Leeseberg, Senior Planner
		Reviewed by Cal Portner, City Administrator

Action Requested

Adopt, by motion, an ordinance changing the zoning of certain parcels from I-1 and BP to Planned Unit Development (PUD), with the following conditions:

1. City Council approval of the preliminary and final plat of Elk River SBC Addition.
2. The plat must be recorded prior to recording the ordinance amending the zoning to PUD.
3. A PUD agreement shall be approved by the City Council prior to recording the Zone Change.

Approve, by motion, the Conditional Use Permit establishing a PUD, with the following conditions to satisfy the standards set forth in Section 30-654:

1. Capacity of the school, combination of all three facilities (17796 Industrial Circle, 11044 Industrial Circle, and 17823 Industrial Circle) within the industrial park, shall not exceed 1,000 students.
2. No school-related parking shall be permitted on the adjacent public street.
3. Due to the industrial nature of the neighborhood, the school recognizes that noise, odors, truck traffic, and other undesirable effects may be present.
4. The City Council shall approve a PUD agreement prior to releasing any building permits within the district.
5. The city may require parking and traffic analysis for any future improvements within the district to ensure compatibility with surrounding uses.
6. Building design, materials, and setbacks must match the requirements of the Business Park district.



Figure 1

The Elk River Vision

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



Updated: January 2023

Background/Discussion

The applicant, Spectrum Schools, has requested approval of a zone change and CUP to create a Planned Unit Development (PUD) district to support additional development of their educational facilities. Spectrum schools received their last city approval in 2017, which permitted construction of the middle school building at 17823 Industrial Circle. After that approval, the City Council directed staff to remove educational uses as an allowed use in the Business Park zoning district, and all three Spectrum Facilities are now considered legal non-conforming uses. The school has continued to operate under the legal non-conforming status but has recently been reviewing possible changes to their middle and high school buildings to support their academic and sports programming.

The request does not include an increase in the number of students (1,000 students in grades 6 to 12), which was permitted with their last approval in 2017. Their proposal to establish a PUD would only support the construction of additional facilities on the current middle and high school properties. The 6th grade building, which is part of a larger industrial condo building, would not be included in the PUD district and would continue to operate as a legal non-conforming use.

Approval of the PUD district will provide spectrum with an opportunity to grow within the current property boundaries of the middle school building (17823 Industrial Circle), and the new high school parcel created with the plat of Elk River SBC Addition. Once the PUD has been approved and recorded, future building or site additions, not supporting additional students, will require an administrative site plan review and a building permit.

Planning Commission

The Planning commission held a public hearing on February 27, 2024, to review the requested zone change and PUD. No one spoke during the hearing, and the city has not received any comments for or against the proposal.

The Planning Commission discussed the addition of a sixth condition requiring future development within the PUD to follow the Business Park design standards, ensuring visual consistency with the surrounding uses. With the additional condition, the Commission unanimously recommended approval.

Financial Impact

None

Mission/Policy/Goal

- Meet changing needs - Agile
- Support the educational goals of the community
- Ethical, efficient, and responsible

Attachments

- Planning Commission Packet dated February 27, 2024
- Zone Change Exhibit
- Ordinance Amendment
- Conditional Use Permit



Request for Action

To Planning Commission		Item Number 5.2
Agenda Section Public Hearings	Meeting Date February 27, 2024	Prepared by Zack Carlton, Community Development Director
Item Description Spectrum High School, 17796 Industrial Blvd. NW - Zone Change from I-1 and BP to PUD, Case No. ZC 23-08 - Conditional Use Permit for a Planned Unit Development (PUD), Case No. CU 23-24		Reviewed by Chris Leeseberg, Senior Planner
		Reviewed by

Action Requested

Recommend, by motion, approval of the proposed zone change from I-1 and BP to Planned Unit Development (PUD), with the following conditions:

1. City Council approval of the preliminary and final plat of Elk River SBC Addition.
2. The plat must be recorded prior to recording the zone change to PUD.
3. A PUD agreement shall be approved by the City Council prior to recording the Zone Change.

Recommend, by motion, approval of the Conditional Use Permit, establishing a PUD, with the following conditions to satisfy the standards set forth in Section 30-654:

1. Capacity of the school, combination of all three facilities (17796 Industrial Circle, 11044 Industrial Circle, and 17823 Industrial Circle) within the industrial park, shall not exceed 1,000 students.
2. No school-related parking shall be permitted on the adjacent public street.
3. Due to the industrial nature of the neighborhood, the school recognizes that noise, odors, truck traffic, and other undesirable effects may be present.
4. The City Council shall approve a PUD agreement prior to releasing any building permits within the district.
5. The city may require parking and traffic analysis for any future improvements within the district to ensure compatibility with surrounding uses.



Figure 1

Background/Discussion

The applicant, Spectrum Schools, has requested approval of a zone change and CUP to create a Planned Unit Development (PUD) district to support additional development of their facilities. Spectrum schools received their

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Updated: January 2023

last city approval in 2017, which permitted construction of the middle school building at 17823 Industrial Circle. After that approval, the City Council directed staff to remove educational uses as an allowed use in the Business Park zoning district, and all three Spectrum Facilities along Industrial Circle have been considered legal non-conforming uses since that change. The school has continued to operate under the legal non-conforming status but has recently been reviewing possible changes to their middle and high school buildings to support their academic and sports programming.

The request does not include an increase in the number of students (1,000 students in grades 6 to 12), which was permitted with their last approval in 2017. Their proposal to establish a PUD would only support the construction of additional facilities on the current middle and high school properties. The 6th grade building, which is part of a larger industrial condo building, would not be included in the PUD district and would continue to operate as a legal non-conforming use.

Approval of the PUD district will provide spectrum with an opportunity to grow within the current property boundaries of the middle school building (17823 Industrial Circle), and the new high school parcel created with the plat of Elk River SBC Addition. Once the PUD has been approved and recorded, future building or site additions, not supporting additional students, will require an administrative site plan review and a building permit.

PUD Concept Plans

The current PUD concept plans include an addition of an approximately 36,000 SF field house and a 13,000 SF classroom addition to the middle school building, remodeling of the existing high school gymnasium, a recreation field and parking expansion west of the high school, and a maintenance and storage garage. The submitted concept plans show a general layout and location of the uses, but the final plans may differ from these concepts and will require subsequent review and approval by city staff.

Building materials, design choices, parking standards, and setbacks must match the requirements of the Business Park district to ensure continuity with the surrounding industrial properties.

Staff reserve the right to require parking and traffic analysis for any future additions to verify traffic from the school will not detrimentally impact the operation of the surrounding industrial uses.

Applicable Regulations

Zone Change

In reviewing a proposed amendment, consideration shall be given to existing conditions within the area directly and indirectly affected by the proposal, the conservation of property values, the use to which the property affected is being devoted at the time, and relevant provisions, if any, in the land use plan.

The current middle and high school parcels are zoned BP (Business Park). The outlot west of the high school parcel, a portion of which is included in the proposed plat of Elk River SBC Addition is zoned I-1 (Light Industrial). The requested rezoning includes the existing middle school parcel and the proposed high school parcel. The rezoning to PUD must occur after approval of the Elk River SBC Addition plat.

The proposed uses on these parcels would not change, but the request supports expansion of existing uses on the same sites they currently have approval to operate. The student count will not change, and the overall impact to the surrounding parcels will be minimal.

Conditional Use Permit/PUD

City ordinances outline the process for reviewing a proposed PUD project and include a series of standards that the proposal should be evaluated against. Sec 30-1564 outlines these standards as follows:

1. *Land will be zoned into the PUD zoning district only upon approval of a concept plan for the PUD, pursuant to the procedure set forth in this section. A PUD will be authorized on land in a PUD zoning district only upon issuance of a conditional use permit, pursuant to the procedure set forth in this section.*
The applicant has submitted PUD concept plans as part of their application package. The plans include a variety of building and site improvements to support the existing educational use, including an approximately 36,000 SF field house and a 13,000 SF classroom addition to the middle school building, remodeling of the existing high school gymnasium, a recreation field and parking expansion west of the high school, and a maintenance and storage garage.
2. *The uses allowed in a PUD shall be limited to land uses consistent with the city's comprehensive plan and land use map, and to those uses identified in the concept plan for the PUD zoning district and the conditional use permit for the PUD.*
The Comprehensive Plan guides the existing middle school parcel (75-00659-0210) and high school parcel (75-00659-0115) for public/semi-public uses. This land use category supports educational uses, and all uses within the district support an existing educational use.
3. *The area of land to be included in a PUD shall be in uniform control of the applicant.*
The applicant owns all of the parcels included within the requested PUD district.
4. *A PUD shall be designed to form a desirable unified environment within its proposed boundaries, including uniform design elements, landscaping, lighting and signage.*
Proposed improvements within the district will support the existing educational uses on the parcels. Building additions within the district will be required to follow the Business Park design standards to ensure uniformity with the existing buildings that have been designed under those standards as well as consistency with the surrounding industrial uses.
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.*
Spectrum has operated on both parcels since their last approval in 2017. The PUD would permit expansion of the buildings but would not substantially change the characteristics of the use. The operation of the school has generally been compatible with adjacent land uses. The proposed uses are compatible with adjacent uses outside of the PUD.
6. *A PUD shall be served by adequate transportation, water, sanitary sewer and drainage systems.*
The project area will be served by public services and detailed plans will be reviewed with each phase of the project. The PUD agreement will require all future improvements to receive administrative site plan and building permit approval to ensure state and local standards are met.
7. *A PUD shall not adversely affect existing or proposed parks, schools, streets or other public facilities.*
The PUD will support an existing school operation and allow the school to better support their students. The use has existed on these sites for several years, and the PUD will not adversely affect existing or proposed public facilities.
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.*
Approval of a PUD agreement, outlining the performance standards and approval process for the current project and future development within the concept plan, is included as a condition of approval. The review and approval of that agreement will take place during a subsequent City Council meeting.

9. *More than one principal building may be constructed on a lot within a PUD if authorized by the council. Unless otherwise permitted by the council, a PUD shall comply with the schedules of dimensional regulations set forth in this article, except that individual lots shall have no less than 80 percent of the minimum area for similar uses.*
The project does not conflict with standards described in city code.

Financial Impact

None

Mission/Policy/Goal

- Meet changing needs - Agile
- Support the educational goals of the community
- Ethical, efficient, and responsible

Attachments

- Location Map
- Applicant's Narrative
- Site Plans



Spectrum High School

Zone Change & Conditional Use Permit

Case No: ZC 23-08
CU 23-24

ZONING CHANGE APPLICATION

Description of Project Narrative

Type written narrative explaining your request in detail should include, but not limited to, all the following applicable information:

- ***Detailed description/scope of project. What is being proposed?***

Project proposed includes an addition of an approx. 36,000 s.f. fieldhouse first floor (plus approx. 24,000 s.f. second floor) and remodeling of the existing 9,585 s.f. high school gymnasium into an auditorium/performing arts center.

- ***What are the reasons/purposes for the proposed Zone Change?***

Spectrum High School received their last approval in 2017 authorizing the operation of the 7th/8th grade center, an educational use in a Business Park district.

Shortly after, the City Council adopted an ordinance amendment removing institutional uses – education – from Business Park Districts. This change caused reclassification of Spectrum High school’s education use to a “legal non-conforming use”. This restricted Spectrum High School from further expansion into the Business Park district, while allowing the school to continue operating in the same capacity for which it had been approved in its current locations. Changing only Spectrum High School’s parcels to a PUD avoids having to restore education use in a Business park.

The purpose is to more closely align the zoning of the multiple properties to the approved and current use of the properties for educational use. This will allow current and future projects to be completed within the accepted zoning use instead of the current industrial park.

- ***What has changed to warrant the Zone Change?***

- ☐ ***How is the request consistent with City of Elk River Comprehensive Plan?***

The zoning change allows current and future projects to be completed within the accepted zoning use instead of the ordinance controlling use within the current industrial park. The zoning change allows the City of Elk River Planning Department and City Council to continue its intent to disallow educational use within the business park (non-PUD sites) while also working with Spectrum High School to fulfill the intended goal numbers on property already owned by the school/building company.

- ☐ ***How compatible is it with surrounding properties?***

Spectrum High School has existed at this location since 2011. They have expanded at two adjacent sites; the 6th grade center in 2014 and the 7th and 8th Grade in 2018. The school has done everything within their control to reduce any neighborhood concerns such as traffic, bus routes, drop off and pick up procedures, and parking lot expansion. These measures have greatly reduced impact on other business functions. Spectrum reports positive relationships with neighboring businesses.

- ☐ ***What are the benefits to the City?***

Rezoning Spectrum properties from the current Industrial Park to a PUD takes away the precedent allowing educational use in an industrial park. The city limits the growth of the school (currently located in the business park) to these PUD properties and is able to anticipate future expectations.

CONDITIONAL USE PERMIT APPLICATION

Application Requirements

Each of following applicable requirements (unless waived by staff) shall be submitted:

- ☐ Application Fee
- ☐ **Full legal description** of the subject property **in an editable Word format**
 - See attached narrative
- ☐ A typewritten narrative (see Description of Project Narrative)
 - See attached narrative
- ☐ Site, Utility, Grading/Drainage Plan
 - At time of design and permitting these will be addressed.
- ☐ Landscape Plan completed by registered landscape architect
 - At time of design and permitting these will be addressed.
- ☐ Drainage Calculations o The grading/drainage plan must be reflective of the final plan, including any revisions required by the Technical Evaluation Panel, if appropriate.
 - At time of design and permitting these will be addressed.
- ☐ Building Elevations, including one (1) color rendering o For townhome projects, calculations of material by elevation must be included.
 - Provided for only current proposed building addition.
- ☐ Floor Plans
 - Provided for only current proposed building addition.
- ☐ Wetland Delineation (if wetlands are present)
 - Does not apply
- ☐ Wetland Mitigation Plan (if wetlands are impacted) o The wetland delineation and mitigation must be reviewed by the Technical Evaluation Panel and revisions made prior to review by the Planning Commission.
 - Does not apply
- ☐ EAW/EIS Requirements o The EAW/EIS process must be in concert with any application process. The Planning Commission must comment on an EAW/EIS along with an application.
 - At time of design and permitting, these will be addressed.

Description of Project Narrative

☐ Detailed description/scope of project.

☐ What is being proposed?

Project proposed includes an addition of an approx. 36,000 s.f. fieldhouse first floor (plus approx. 24,000 s.f. second floor) and remodeling of the existing 9,585 s.f. high school gymnasium into an auditorium/performing arts center.

☐ How is the request consistent with City of Elk River Comprehensive Plan?

The zoning change allows current and future projects to be completed within the accepted zoning use instead of the ordinance controlling use within the current industrial park. The zoning change allows the City of Elk River Planning Department and City Council to continue the intent to disallow educational use within the business park (non-PUD sites) while also working with Spectrum High School to fulfill the intended goal numbers on property already owned by the school/building company.

☐ Hours of Operation 7:00 a.m.- 3:30 p.m.

☐ Number of Employees Staff - 103 full-time and 90 part-time Students – approximately 1,000 at full capacity

☐ Number of parking stalls High School - Existing: 264 Sixth Grade (condominium) Existing: 65 7/8 Grade Center Existing: 57 Donated property -Physical education field (future) 100-113 parking

potential

☐ Is there proposed screening of the site?

No

☐ Proposed building materials

☐ How do they comply with applicable design standards?

- Materials to be matching Precast Panels to existing building(s)
- Materials comply with applicable design standards and are the most compatible with the existing building architecture being added onto. Design and construction is consistent with other building in the immediate area.

☐ Signage – (at time of installation, a separate permit is required for each sign)

☐ How many?

Unknown at this time. A separate design and permit process will be followed if signage added.

☐ Proposed sizes?

Unknown at this time. A separate design and permit process will be followed if signage added.

☐ Locations?

Unknown at this time. A separate design and permit process will be followed if signage added

☐ What type?

Unknown at this time. A separate design and permit process will be followed if signage added.

☐ Is there outdoor storage? ☐ What is being stored?

- Outdoor trash and storage exists from prior projects. No change is proposed – no change in use or population?

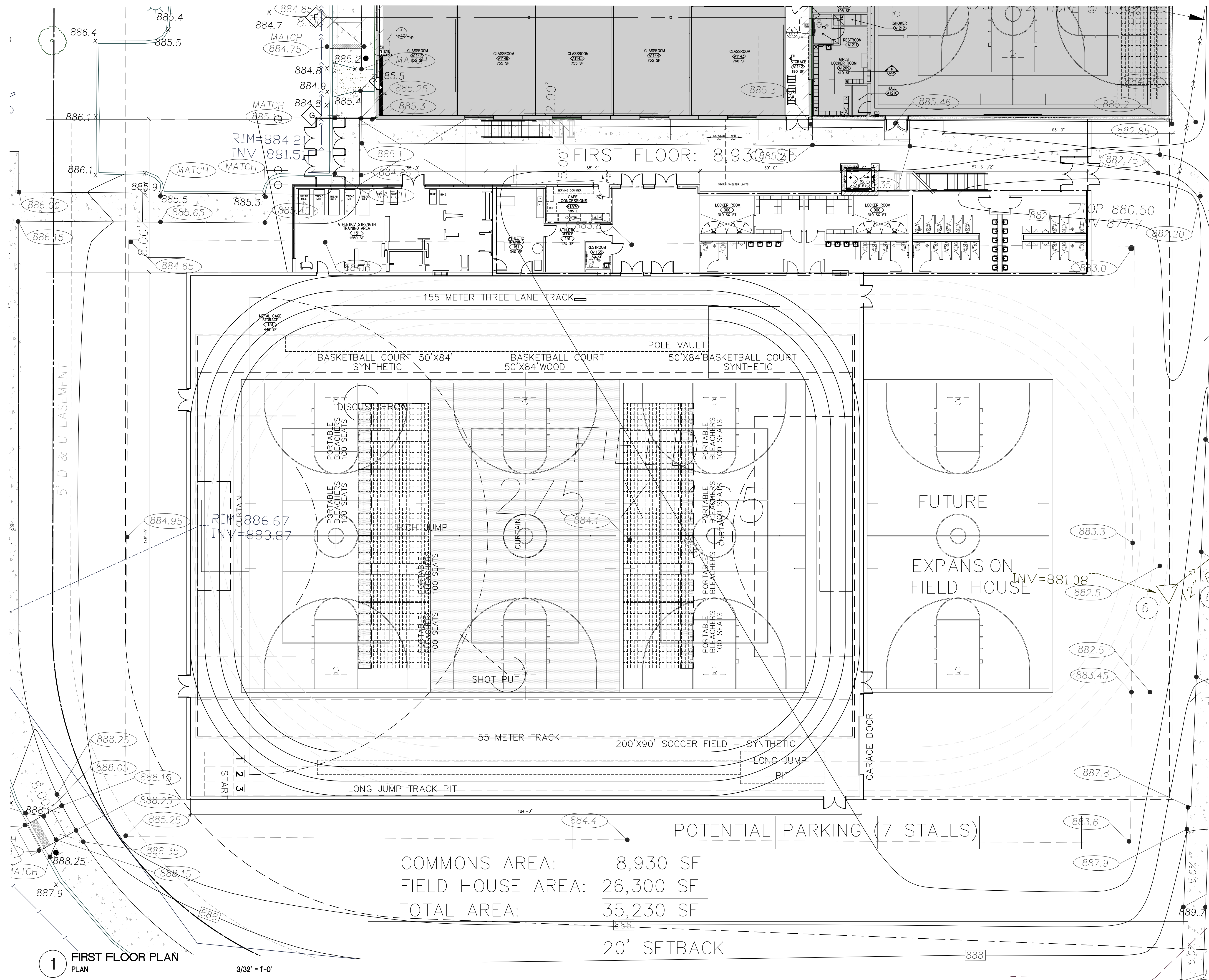
- The future High School addition includes maintenance storage and garage to be located in the current trash area. Space would be provided in the layout of the storage addition to accommodate trash. A separate design and permit process will be followed if this future addition occurs.

☐ ***How much?***

Existing meets schools needs and current city requirements– no changes proposed.

☐ ***Proposed screening?***

Existing meets current city requirements– no changes proposed.



SPECTRUM HIGH SCHOOL

17823 Industrial Circle NE
Elk River, Minnesota 55330

202304-01
PRELIMINARY 08/21/2023
PRELIM CITY DISCUSS 09/24/2023

7TH AND 8TH GRADE CENTER
FIRST FLOOR - OPTION L

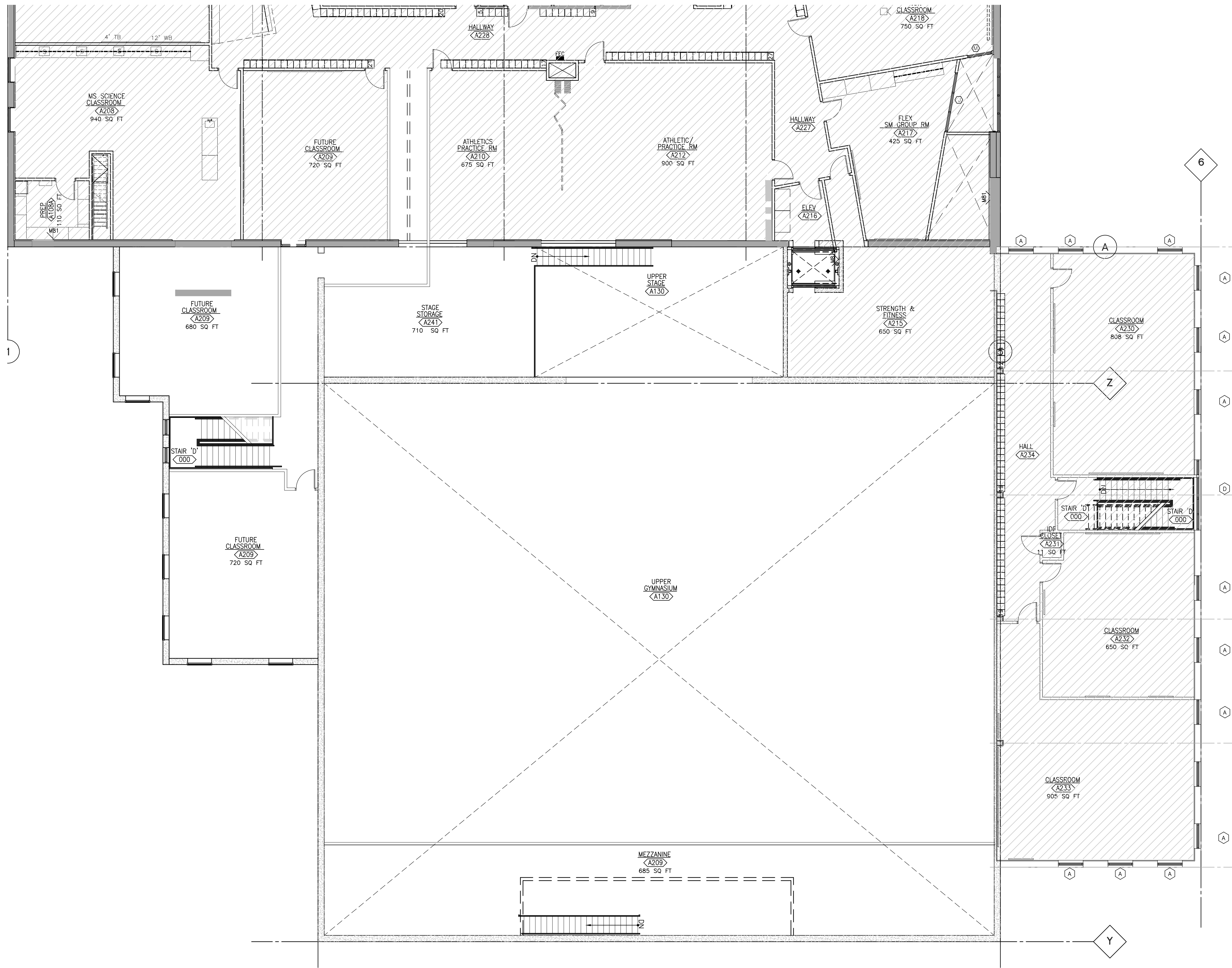
A2.0



I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota.
Date 07/26/2023 Reg. No. 21839
ivaraarchitects.com



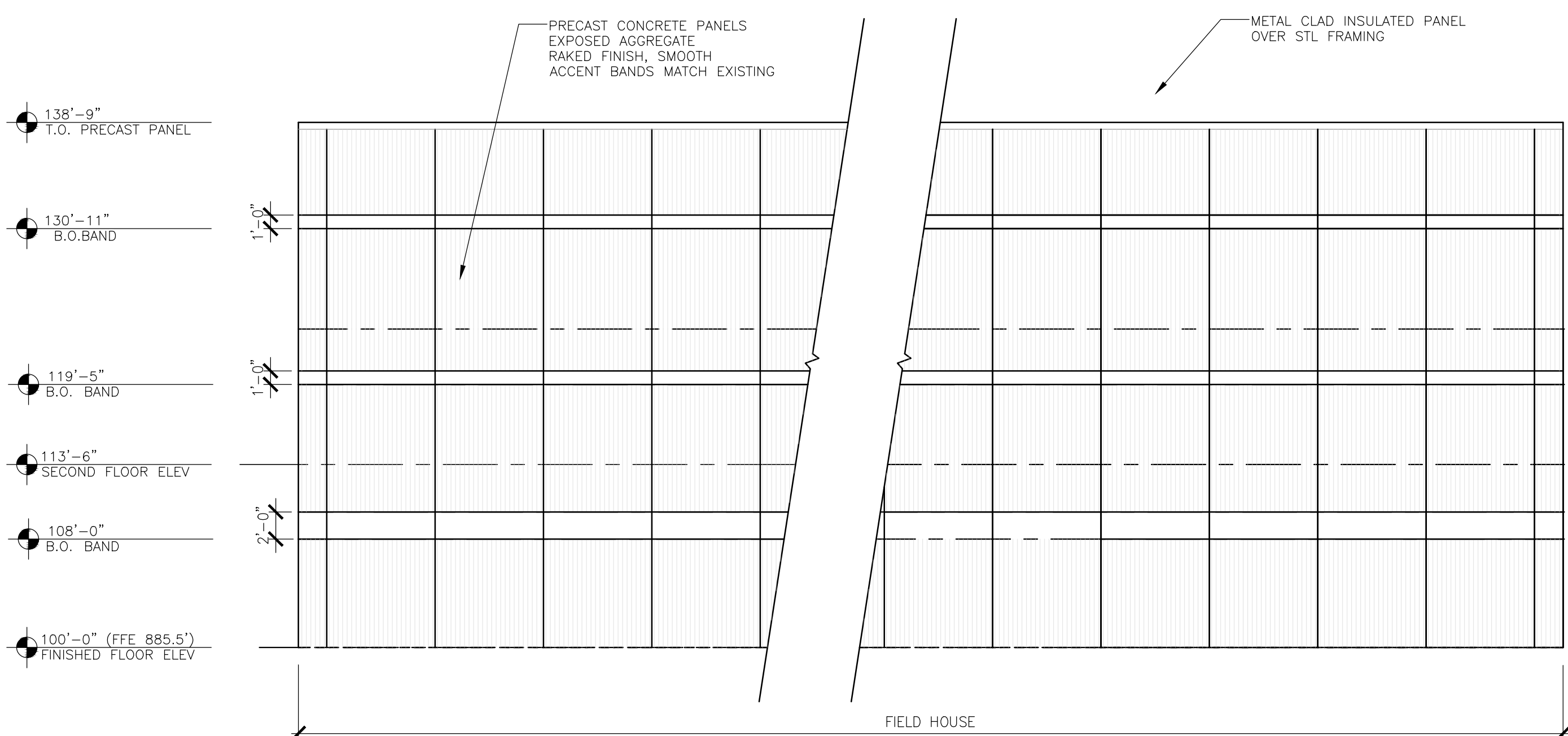




1 SECOND FLOOR
PLAN
1/8" = 1'-0"

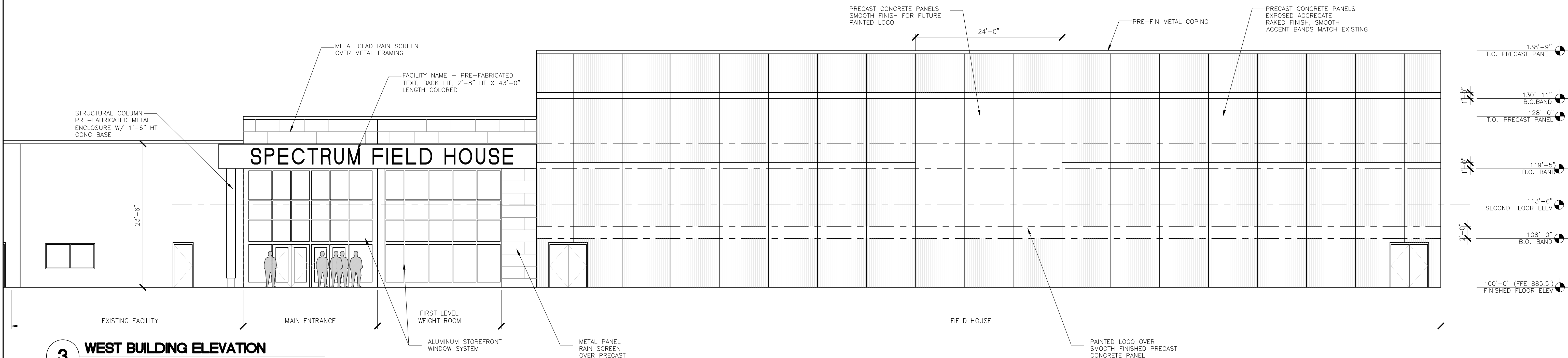
1 OVERALL SITE PLAN
PLAN 1/16" = 1'-0"



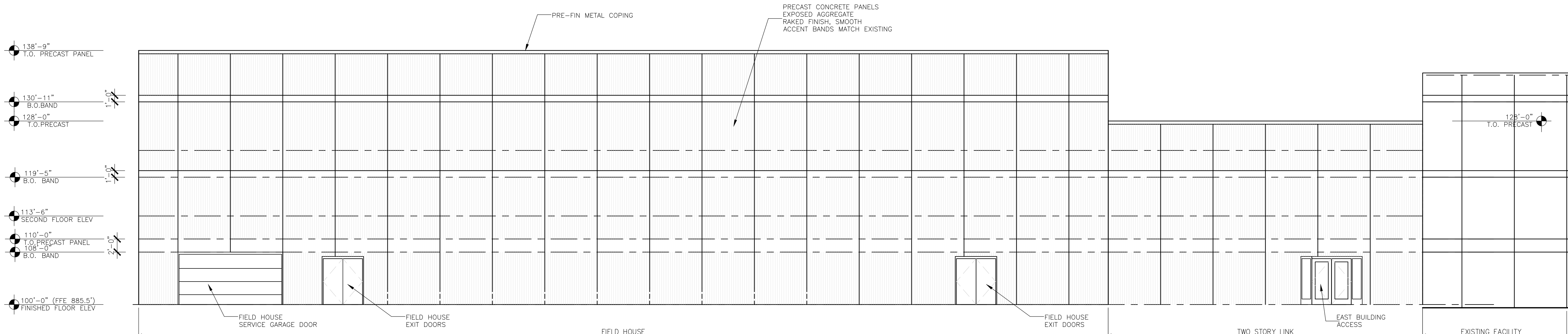


1 SOUTH BUILDING ELEVATION
SCALE: 1/8" = 1'-0"

2 NORTH BUILDING ELEVATION
SCALE: 1/8" = 1'-0"



3 WEST BUILDING ELEVATION
SCALE: 1/8" = 1'-0"



4 EAST BUILDING ELEVATION
SCALE: 1/8" = 1'-0"

I hereby certify that this plan, specification, or report was prepared by me or under my supervision and that I am a duly Licensed Professional Architect under the laws of the State of Minnesota.
A. Mendenhall
Date 07/25/2023 Reg. No. 21639



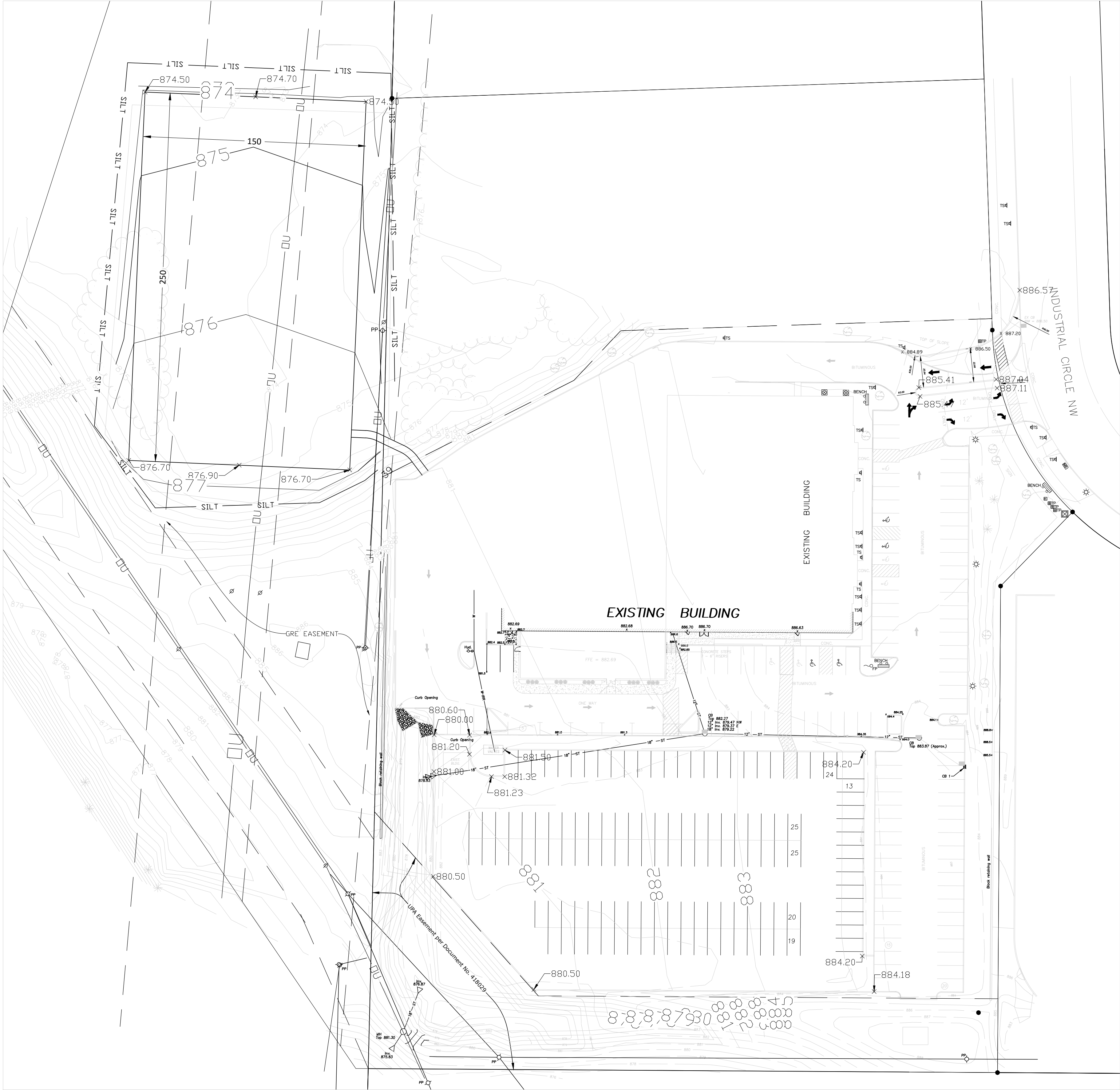
SPECTRUM HIGH SCHOOL
17823 Industrial Circle NE
Elk River, Minnesota 55330

202306-01
PRELIMINARY PENDING 06/21/2023

EXTERIOR ELEVATIONS

A5.0

OVERALL SITE PLAN



JOB NO. 22-34

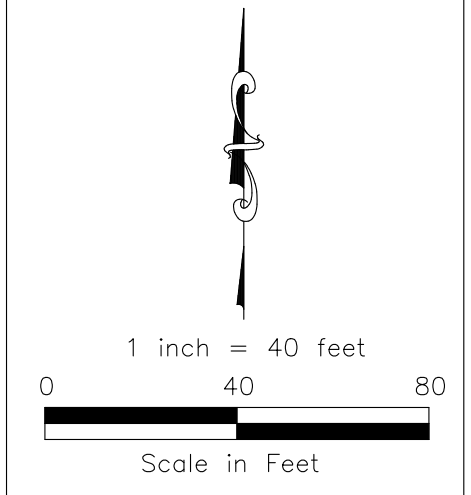
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Krystle L. Bloch
KRISTLE L. BLOCH
7-21-2023
49893
DATE LIC. NO.

SPECTRUM HIGH SCHOOL
17796 INDUSTRIAL CIRCLE NW
ELK RIVER, MN

OWNER: SPECTRUM SCHOOLS

REVISIONS		BY	DESCRIPTION
NO.	DATE		



BLOCH
ENGINEERING

BLOCH ENGINEERING, PLLC
blochengineering.com

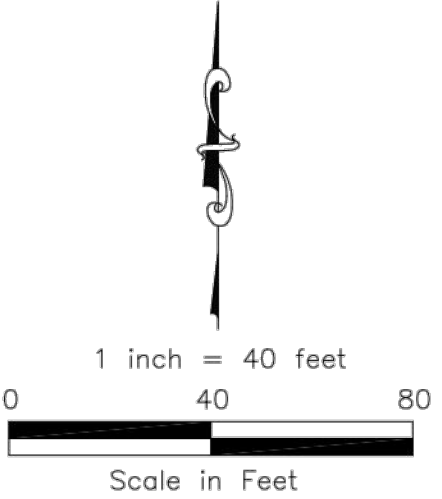
32210 XEON ST NW
CAMBRIDGE, MN 55008

krystle@blochengineering.com

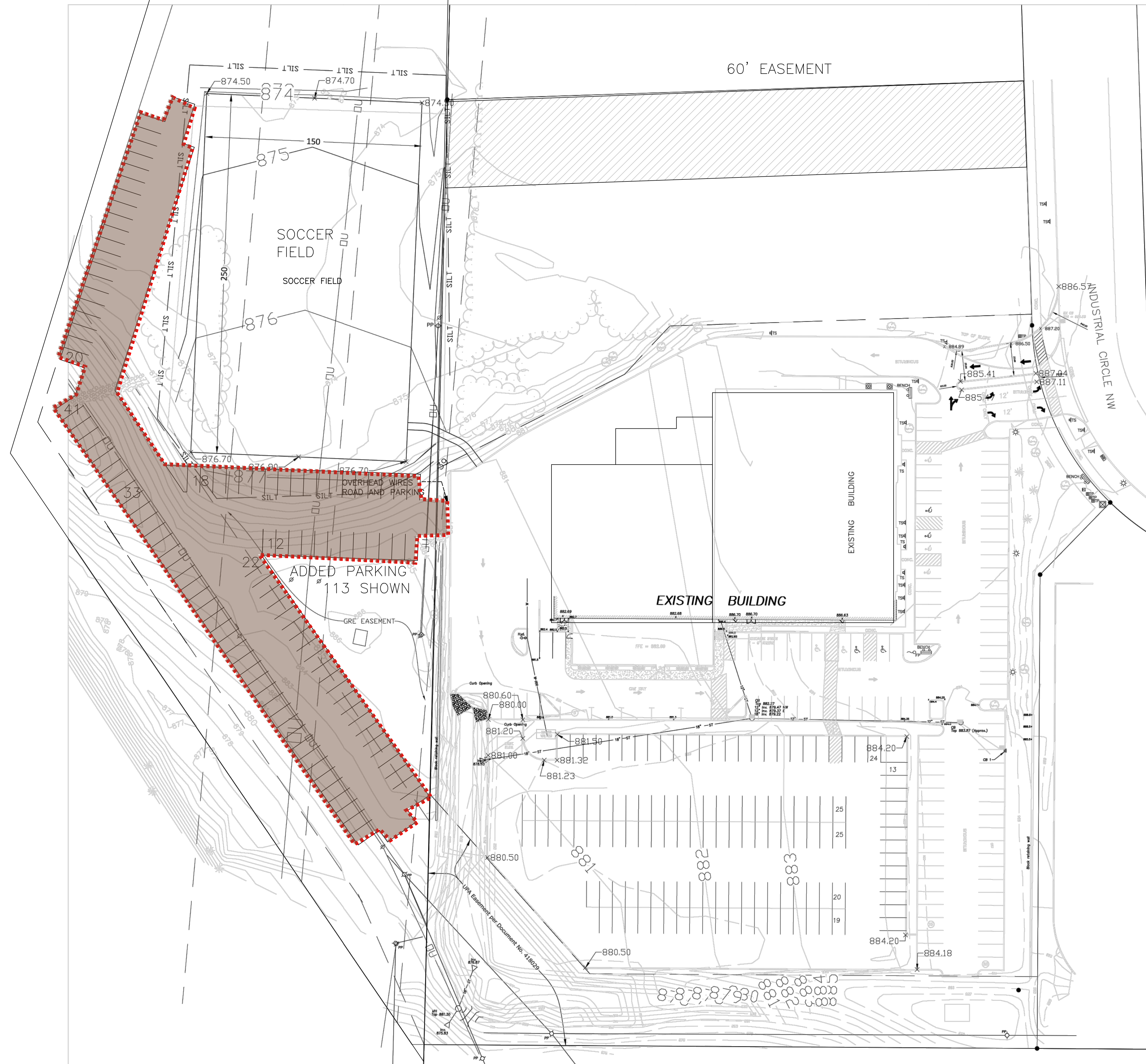
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

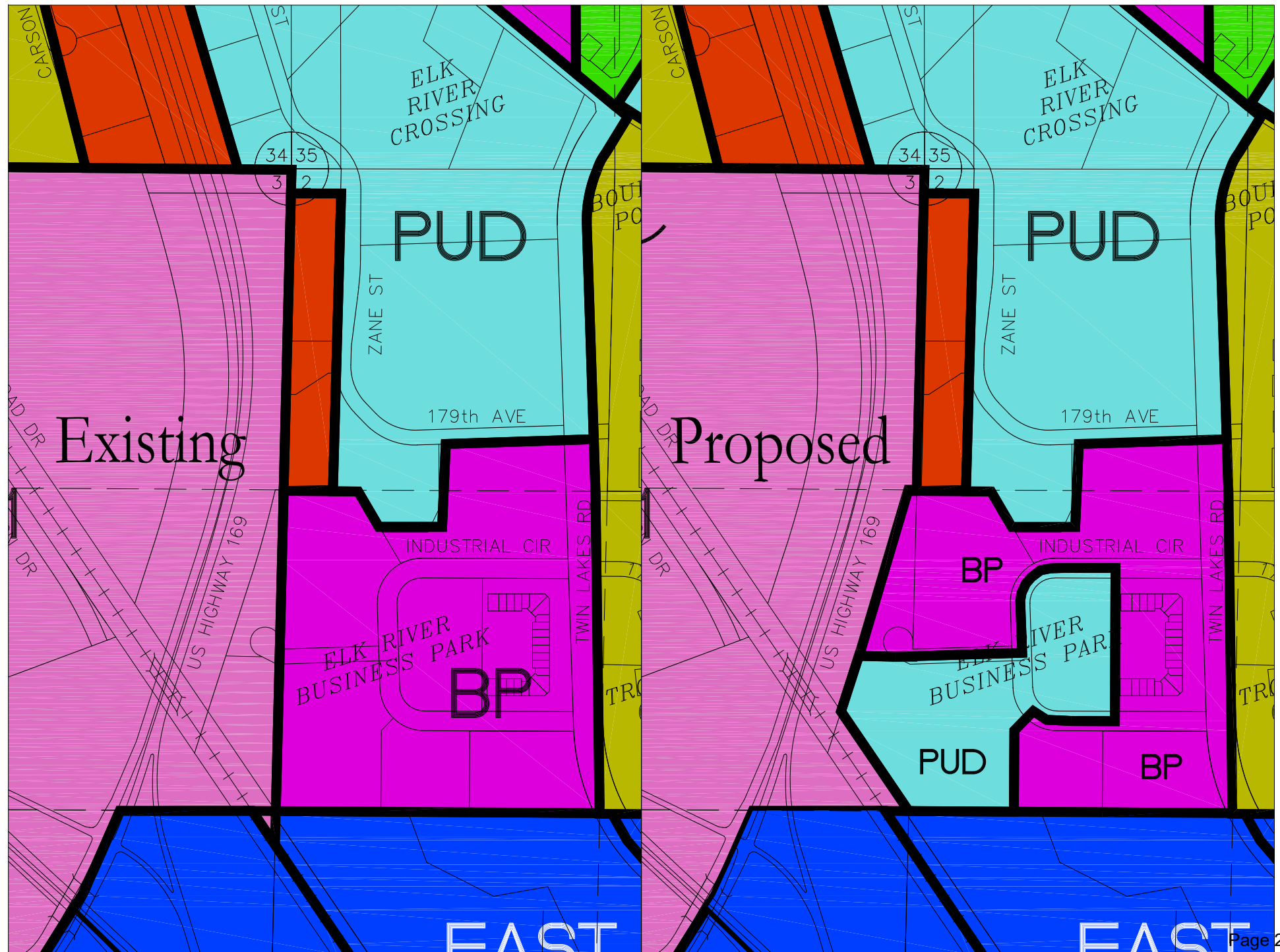

 KRISTLE L. BLOCH
 7-21-2023
 49893
 DATE LIC. NO.

OWNER: SPECTRUM SCHOOLS

[illegible]

C2







Ordinance 24 - ____

An Ordinance Amending the Zoning Map of the City of Elk River, Minnesota, Rezoning Certain Property from Light Industrial (I-I) and Business Park (BP) to Planned Unit Development (PUD)

The City Council of the City of Elk River does hereby ordain as follows:

SECTION 1. That the duly adopted Zoning Map of the City of Elk River is hereby amended to rezone the property described in Exhibit A to Planned Unit Development (PUD).

SECTION 2. That the rezoning approved by this Ordinance is based on the following findings:

- 1. The rezoning is consistent with the City of Elk River Land Use Plan adopted, and updated, as part of the City of Elk River Comprehensive Plan.**

SECTION 3. That this ordinance shall take effect upon satisfaction of the conditions noted in Exhibit B and be published as provided by law.

Passed and adopted by the City Council of the City of Elk River this 4th day of March, 2024.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk

Exhibit A

Lot 2, Block 2, Elk River Business Park, Sherburne County, Minnesota

AND

Lot 1, Block 1, Elk River SBC Addition, Sherburne County, Minnesota

Exhibit B

1. City Council approval of the preliminary and final plat of Elk River SBC Addition.
2. The plat must be recorded prior to recording the ordinance amending the zoning to PUD.
3. A PUD agreement shall be approved by the City Council prior to recording the Zone Change.

CITY OF ELK RIVER
SHERBURNE COUNTY

CONDITIONAL USE PERMIT
Case No. CU 23-24

Permit. Subject to the terms and conditions set forth herein, the City of Elk River hereby grants a Conditional Use Permit (“Permit”) requested by **Spectrum High School** for the following use:

Conditional Use Permit for a Planned Unit Development at 17796 Industrial Circle NW, Elk River

Property. The Permit is for the following described property (“Subject Property”) in the City of Elk River, Sherburne County, Minnesota:

Lot 2, Block 2, Elk River Business Park, Sherburne County, Minnesota

AND

Lot 1, Block 1, Elk River SBC Addition, Sherburne County, Minnesota

Owner. Owner of the Subject Property at time of the approval of the Permit:

Spectrum Building Company, owner

Conditions. The Permit is issued with the following conditions to satisfy the standards set forth in Section 30-654:

1. **Capacity of the school, combination of all three facilities (17796 Industrial Circle, 11044 Industrial Circle, and 17823 Industrial Circle) within the industrial park, shall not exceed 1,000 students.**
2. **No school-related parking shall be permitted on the adjacent public street.**
3. **Due to the industrial nature of the neighborhood, the school recognizes that noise, odors, truck traffic, and other undesirable effects may be present.**
4. **The City Council shall approve a PUD agreement prior to releasing any building permits within the district.**

5. The city may require parking and traffic analysis for any future improvements within the district to ensure compatibility with surrounding uses.
6. Building design, materials, and setbacks must match the requirements of the Business Park district.

Termination of Permit. The Permit shall remain in effect only for so long as the conditions set for the herein are complied with. The City may revoke the Permit following a public hearing for violation of the terms and/or conditions set forth in the Permit.

Lapse. If within two (2) years of the issuance of the Permit the proposed work described in a conditional use permit has not been substantially completed, the permit shall expire and become void, except that the council may, following recommendation of the planning commission, extend the permit for an additional period determined by the council on the receipt of a request for a permit extension prior to its expiration. A conditional use permit authorizes only the use specified in the permit and shall expire if, for any reason, the authorized use ceases for more than six (6) months.

Criminal Penalty. Both the owner and any occupant of the Subject Property are responsible for compliance with the permit. Violation of the terms of the Permit is a criminal misdemeanor.

Recording. The Permit shall be recorded against the title to Subject Property.

Dated: _____, 2024.

CITY OF ELK RIVER

By: _____
Mayor John J. Dietz

By: _____
City Clerk Tina Allard

STATE OF MINNESOTA)
) ss.
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by John J. Dietz and Tina Allard, respectively, the Mayor and City Clerk of the City of Elk River, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by the City Council.

Notary Public

DRAFTED BY:
City of Elk River
13065 Orono Parkway NW
Elk River, MN 55330
Phone: 763-635-1032

DRAFT



Ordinance 24 - ____

An Ordinance Amending Chapter, 30, Division 9, Other Nonoverlay Districts, of the City of Elk River, Minnesota, City Code

The City Council of the City of Elk River does hereby ordain as follows:

SECTION 1. That **Chapter 30, Division 9, Other Nonoverlay Districts**, of the City of Elk River Code of Ordinances shall be amended to add the following Section:

Section 30-1601. – Spectrum Schools PUD

- (a) Legal Description. The following described property located within the City of Elk River, Sherburne County, Minnesota is hereby zoned PUD, Planned Unit Development:

Lot 2, Block 2, ELK RIVER BUSINESS PARK, Sherburne County, Minnesota

Lot 1, Block 1, ELK RIVER SBC ADDITION, Sherburne County, Minnesota

- (b) PUD Development Standards. The property shall be subject to the following standards.

(1) Uses

a. Permitted Uses

1. Educational Institutions

b. Accessory Uses

1. Parking lots
2. Structures, accessory.
3. Towers (less than 60 feet in height).
4. Signs consistent with the Business Park zoning district.
5. Private recreational facilities subordinate to the principal use.

(2) Lot Size

- a. Lot sizes shall be consistent with the Business Park zoning district.

(3) Setbacks

- a. All building setbacks shall be consistent with the Business Park zoning district.
- b. All other setbacks shall be consistent with the relevant section of the city code.

- (4) Additional Design Standards:
- a. All development shall be consistent with the Business Park zoning district design standards.
- (5) Any requirement not specifically described within this section shall remain consistent with the City of Elk River Code of Ordinances.
- (c) Development Plans. The PUD shall be developed in accordance with the following plans, as amended from time to time, on file at city hall.

Plan A – Site plans included reviewed by the Elk River City Council and included in their packet on March 4, 2023, and subject to all conditions of approval.

SECTION 4. That this ordinance shall take effect upon adoption and be published as provided by law.

Passed and adopted by the City Council of the City of Elk River this 20th day of May, 2024.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



Request for Action

To
City Council

Item Number
8.1

Meeting Date
May 20, 2024

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

Item Description
iBackCheck Lease Termination Appeal

Reviewed by:
Lori Stich
Joe Stremcha
Cal Portner
Tina Allard

Action Requested

Consider an appeal from iBackcheck, PLLC to maintain the current lease agreement.

Background/Discussion

As directed by the City Council on May 6, iBackCheck's late fee repayment schedule was called due effective immediately due to untimely and insufficient payments (months of April and May). Further, iBackCheck was provided notice that the lease agreement was to be terminated.

The Bank of Elk River provided a statement elaborating on their error as a contributing factor to the insufficient May payment on behalf of iBackCheck. iBackCheck seeks further forgiveness and will be in attendance to make an appeal to maintain the lease agreement.

Communication is included between staff and the CEO of iBackCheck Christi Jo Christian including an apology and payment history. As of May 16, iBackCheck is current on their payments.

Financial Impact

None

Mission/Policy/Goal

Responsible for every dollar - good stewards

Attachments

1. Communication with The Bank of Elk River
2. Bank Letter-iBackCheck PLLC 5-13-24
3. ibackcheck AFT_Redacted
4. Communication with iBackCheck
5. iBackCheck, PLLC Payment History

The Elk River Vision

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



Joe Stremcha

From: Joe Stremcha
Sent: Monday, May 13, 2024 10:12 AM
To: Michelle Thatcher; Christi Jo Christian
Cc: Vadnais, Ryan; Cal Portner; jshepherd@ck-law.com
Subject: RE: iBackCheck PLLC
Attachments: Bank Letter-iBackCheck PLLC 5-13-24.pdf; ibackcheck AFT_Redacted.pdf

Good morning Michelle and Christi,

Thank you for sharing this information. Unfortunately, these processes cannot be overturned by staff...

You'll need to attend the next City Council meeting to appeal the lease termination. Their next regular meeting is on Monday, May 20, 2024 at 6:00 p.m. in City Hall and I encourage you both to attend.

Copies of these attachments will be included in their packets. If you have any other information you would like to include, such as a statement from Christi, please send it to me by end of day on Wednesday, May 15.

Sincerely,

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: Michelle Thatcher <mthatcher@thebankofelkriver.com>
Sent: Monday, May 13, 2024 9:09 AM
To: Joe Stremcha <JStremcha@ElkRiverMN.gov>
Cc: Vadnais, Ryan <RVadnais@ElkRiverMN.gov>; Cal Portner <CPortner@ElkRiverMN.gov>; Christi Jo Christian <drcjchristian@gmail.com>
Subject: iBackCheck PLLC

Good morning Joe,

Hope you are doing well! I left you a voicemail on Friday, May 9th but I understand you were out of the office. Please see attached letter documenting a bank error with respect to the most recent Automatic Funds Transfer that was to occur on May 1st, 2024 for iBackCheck PLLC's rent payment. The AFT that was authorized by Dr. Christian is also attached with account numbers redacted. Please accept my sincerest apologies for the error and any inconveniences this may have caused.

It is my understanding that the late charges were to be deferred subject to Dr. Christian's timely payments in the correct amounts. Given that the May lease payment should have been transferred on time and for the correct amount, please let me know if the City would reconsider calling the balance of the late charges due and the lease termination in light of the bank's error.

Please let me if there is anything else I can do to help. I would like to connect with you by phone today if your schedule allows.

Warmest regards,
Michelle



Michelle Thatcher

Commercial Lender, VP

T: 763-241-8592

F: 763-441-0847

thebankofelkriver.com

Main Street Office

630 Main Street NW

Elk River, MN 55330

The Bank of Elk River



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May 13, 2024

The Bank of Elk River
630 Main St NW
Elk River, MN 55330

Joe Stremcha
City of Elk River
13065 Orono Parkway
Elk River, MN 55330

RE: Dr. Christian/iBackCheck

Dear Joe,

This letter is to inform you of a bank error that occurred with respect to iBackCheck PLLC's Automatic Funds Transfer (AFT) Agreement. Dr. Christian authorized a change to her AFT on April 26, 2024 for the amount of \$4,521.15 to occur monthly on the 1st of each month beginning on May 1, 2024 (see attached AFT agreement that was completed.) Unfortunately, the internal maintenance on this change was completed incorrectly by the bank, which resulted in a transfer amount of \$4,008.61 occurring on May 1st, 2024. The transfer amount was made incorrectly due to the bank's error rather than Dr. Christian's and the funds were more than adequate in Dr. Christian's account to make the correct transfer amount. The AFT has since been corrected after receipt of your email on May 8th, 2024.

Please accept my apologies for the error and any inconvenience this has caused. In light of this information, it would be greatly appreciated if you would reconsider the lease termination. Please let me know if there is anything else I can provide to help and thank you for your consideration.

Sincerely,

Michelle Thatcher

Michelle Thatcher
Vice President
(763)241-8592



Automatic Funds Transfer Agreement

Customer Name iBackCheck PLLC

From Account [REDACTED]

Request Type Change

To Account [REDACTED] - The City of Elk River **Type:** Checking

Amount \$4,521.15

Frequency Monthly

Details on the 1st of each month beginning May 1, 2024.

Signed


Christi Jo Christian (Apr 26, 2024 13:51 CDT)

Apr 26, 2024

Date

CSR CJC 552

Joe Stremcha

From: Joe Stremcha
Sent: Thursday, May 16, 2024 3:22 PM
To: Christi Christian; mthatcher@thebankofelkriver.com
Cc: Vadnais, Ryan; Cal Portner; jshepherd@ck-law.com
Subject: RE: Letter to the City of Elk River to be added to the agenda packet for the Monday May 20 meeting

Hi Christi,

We received a payment today in the amount of \$3,815.25.

Thank you,

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: Joe Stremcha
Sent: Wednesday, May 15, 2024 4:14 PM
To: Christi Christian <cchristian@ibackcheck.com>; mthatcher@thebankofelkriver.com
Cc: Vadnais, Ryan <RVadnais@ElkRiverMN.gov>; Cal Portner <CPortner@ElkRiverMN.gov>; jshepherd@ck-law.com
Subject: RE: Letter to the City of Elk River to be added to the agenda packet for the Monday May 20 meeting
Importance: High

Hi Christi,

You are **not** paid in full to date... Your outstanding balance details are below:

April Summary	Amount
April 1 lease payment due	\$4,008.61
Late fee repayment schedule	\$371.73
Total payment due on April 1	\$4,380.34
Payment received on April 1	(\$4,008.61)
Outstanding balance on April 2	\$371.73
Late fee applied to insufficient payment on April 1	\$100.00
Total payment due April 2	\$471.73
Payment received on April 26	(\$471.73)
Outstanding balance as of April 27	\$0.00

May Summary	Amount
May 1 lease payment due (3% annual rate increase)	\$4,149.42
Late fee repayment schedule	\$371.73
Total payment due on May 1	\$4,521.15

Payment received on May 1	(\$4,008.61)
Outstanding balance on May 2	\$512.54
Late fee applied to insufficient payment on May 1	\$100.00
Total payment due May 2	\$612.54
Payment received on May 10	(\$512.54)
Outstanding balance resulting from insufficient payment on May 1	\$100.00

As directed by City Council on May 6, your late fee repayment schedule was called due effective immediately due to untimely and insufficient payments (months of April and May).

Notice of outstanding balance on May 9	\$4,327.79
Payment received on May 10	(\$512.54)
Outstanding balance as of 5/15/24 at 4:00 p.m.	\$3,815.25

Please make payment at your earliest convenience in the amount of \$3,815.25

Thanks,

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: Wednesday, May 15, 2024 2:12 PM

To: Joe Stremcha <JStremcha@ElkRiverMN.gov>; Cal Portner <CPortner@ElkRiverMN.gov>; Vadnais, Ryan <RVadnais@ElkRiverMN.gov>; mthatcher@thebankofelkriver.com

Subject: Letter to the City of Elk River to be added to the agenda packet for the Monday May 20 meeting

Please accept my apologies for the error in April in regards to the incorrect lease payment and for not being present for the city council meeting on May 6th. I was not made aware of the meeting on May 6th, or I would have been in communication with all of you prior to the meeting and would have resolved the issues in a very timely manner.

I assure you that I am paid in full to date, and will continue to do so going forward.

I am looking forward to the resolution of the current matter, and to continue working with the City of Elk River moving forward in a positive direction.

Thank you,
Christi Jo Christian

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

iBackCheck, PLLC

Payment Date	Status
5/3/2022	LATE/INSUFFICIENT
6/1/2022	LATE/INSUFFICIENT
7/1/2022	LATE/INSUFFICIENT
8/1/2022	LATE/INSUFFICIENT
9/1/2022	LATE/INSUFFICIENT
10/1/2022	LATE/INSUFFICIENT
11/1/2022	ON TIME
12/1/2022	LATE/INSUFFICIENT
1/1/2023	LATE/INSUFFICIENT
2/1/2023	LATE/INSUFFICIENT
3/1/2023	LATE/INSUFFICIENT
4/1/2023	LATE/INSUFFICIENT
5/1/2023	LATE/INSUFFICIENT
6/1/2023	LATE/INSUFFICIENT
7/1/2023	ON TIME
8/1/2023	LATE/INSUFFICIENT
9/1/2023	LATE/INSUFFICIENT
10/1/2023	LATE/INSUFFICIENT
11/1/2023	LATE/INSUFFICIENT
12/1/2023	LATE/INSUFFICIENT
1/1/2024	LATE/INSUFFICIENT
2/1/2024	LATE/INSUFFICIENT
3/1/2024	ON TIME
4/1/2024	LATE/INSUFFICIENT
5/1/2024	LATE/INSUFFICIENT



Request for Action

To
City Council

Item Number
8.2

Meeting Date
May 20, 2024

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

Item Description
Agreement 24-14: Two Brothers Hockey Lease
Agreement

Reviewed by:
Lori Stich
Joe Stremcha
Cal Portner
Tina Allard

Action Requested

Approve, by motion, a lease agreement with Two Brothers Hockey that matches the terms and conditions of their prior sublease agreement with iBackCheck.

Background/Discussion

iBackCheck was provided notice that the lease agreement will be terminated effective May 31, 2024. Two Brothers Hockey has a sublease agreement for a portion of space leased by iBackCheck. That lease agreement expires on July 31, 2024. The City Council had a consensus to support business continuity for Two Brothers Hockey during this transition at their meeting on May 6, 2024.

Staff recommends that the lease agreement terms be matched by the city and maintained through July 31, 2024. Staff will conduct market research over the next month and present to the City Council updated rental rates to consider at a June work session based on the findings.

Financial Impact

None

Mission/Policy/Goal

Work with citizens to achieve goals.

Attachments

1. Communication with Two Brothers Hockey
2. Signed Sublease

The Elk River Vision

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



Joe Stremcha

From: Ben Jaremko <jaremko18@outlook.com>
Sent: Wednesday, May 15, 2024 11:47 AM
To: Joe Stremcha
Subject: Two Brothers Hockey Sub Lease Payment History
Attachments: April 23.pdf

Hi Joe,

Based on the discussion I heard on video take place at the counsel meeting last week, it seemed there may have been open questions on if I was paying my rent on time as part of my sublease agreement as well as questions about how much I am currently paying. See below for the screenshots from my bank transactions with respect to the rent checks I have written since my lease started. As you can see in the first payment I made, I did write 5 months of rent in advance for August – December back in 2022. The dates my bank shows are the dates the checks were cashed. It won't allow me to print copies of the checks to show the date I wrote them but if needed I can swing by the bank and try to get them to pull/produce that for me. I did write the April 23' check from my personal account given I ran out of business checks (see attached for a PDF of that check).

Date	Description	Category	Account	Amount
08/09/2022	iBackCheck 8/1/22 to 12/31/22	Financial Activity: Check	Huntington Busines... 6356	-\$10,936.30
01/03/2023	iBackCheck - Jan 23'	Financial Activity: Check	Huntington Busines... 6356	-\$2,187.26
01/31/2023	iBackCheck - Feb 23'	Financial Activity: Check	Huntington Busines... 6356	-\$2,187.26
03/07/2023	iBackCheck - March 23'	Financial Activity: Check	Huntington Busines... 6356	-\$2,187.26
05/02/2023	iBackCheck - May 23'	Financial Activity: Check	Huntington Busines... 6356	-\$2,187.26
06/02/2023	iBackCheck - June 23'	Financial Activity: Check	Huntington Busines... 6356	-\$2,187.26
06/30/2023	iBackCheck - July 23'	Financial Activity: Check	Huntington Busines... 6356	-\$2,187.26
08/01/2023	iBackCheck - August 23'	Financial Activity: Check	Huntington Busines... 6356	-\$2,245.68
09/08/2023	iBackCheck - Sept 23'	Financial Activity: Check	Huntington Busines... 6356	-\$2,245.68
10/03/2023	iBackCheck - October 23'	Financial Activity: Check	Huntington Busines... 6356	-\$2,245.68
11/07/2023	iBackCheck - November 23'	Financial Activity: Check	Huntington Busines... 6356	-\$2,245.68
12/05/2023	iBackCheck - Dec 23'	Financial Activity: Check	Huntington Busines... 6356	-\$2,245.68
01/03/2024	iBackCheck - Jan 24'	Financial Activity: Check	Huntington Busines... 6356	-\$2,245.68
02/02/2024	iBackCheck - Feb 24'	Financial Activity: Check	Huntington Busines... 6356	-\$2,245.68
03/05/2024	iBackCheck - March 24'	Financial Activity: Check	Huntington Busines... 6356	-\$2,245.68
04/02/2024	iBackCheck - April 24'	Financial Activity: Check	Huntington Busines... 6356	-\$2,245.68
05/03/2024	iBackCheck - May 24'	Financial Activity: Check	Huntington Busines... 6356	-\$2,245.68

Please understand I would like to make this clear it is not a push to get iBackCheck out. The partnership and space we currently have shared has been smooth sailing with Dr. Christi Jo from my perspective since it started in August of 22. I want to make sure everything is covered on our end in city counsels eyes and answers some questions form the past meeting in regards to TBH. As mentioned in our discussion last Tuesday, if the city counsel makes the decision to follow through on termination, please know my business is interested at a bare minimum of maintaining our current sublease. We love our space. We also have interest in the entire space if it does become available pending the price after the evaluation from the city before considering outside businesses.

Thanks,

Ben

BEN JAREMKO | Owner |





Transaction Details

CHECK

-\$2,187.26

From:

Associated Balanced Checking (*4209)
\$8,800.50

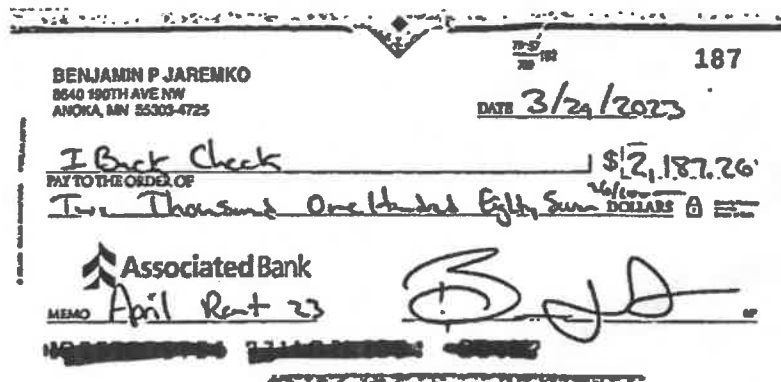
Posted:

03/31/2023

Transaction will appear on your
statement as:
CHECKCheck #:
187

Transaction image(s):

Hide Images



< Previous

1/2

Next >

Nickname:

CHECK

Memo

SUB-LEASE

THIS SUB-LEASE, dated as of this 27th day of April, 2022, between **iBackCheck, PLLC d/b/a iBackCheck Sport Therapy** ("Landlord"), and **TWO BROTHERS HOCKEY, LLC**, ("Tenant"), witnesses the parties' agreement as to the following terms, conditions, covenants, and agreements.

ARTICLE 1. DEMISED PREMISES

"Demised Premises" means the designated and assigned 48 percent portion of the leased property that Landlord has originally leased from the City of Elk River (the "Property Owner"), located at 1000 School Street, in the City of Elk River, State of Minnesota. The leased property of the Landlord consists of 3,038 rentable square feet in the building known as the Community Center and located at 1000 School Street, Elk River, MN (the "Building"). The Building is part of the "Property" legally described and originally leased by the Property Owner pursuant to "Lease Agreement" (the "Lease"), a copy of which is attached as Exhibit A hereto and incorporated herein. This Sub-Lease is subordinate to the Lease, and all articles of this Sub-Lease are intended to abide by and conform to the terms and conditions of the Lease. Further, the Demised Premises to be sub-let from Landlord to Tenant is depicted in the floor plan attached as Exhibit B hereto, and has been or will be approved and confirmed by Property Owner prior to commencement of term below.

ARTICLE 2. TERM

The term of this Sub-Lease commences upon the scheduled Closing Date of May 3, 2022, with the understanding that the first rent payment shall be due on August 1, 2022, and the Sub-Lease shall expire on July 31, 2024, subject to earlier termination in accordance with this Sub-Lease. The Tenant agrees to take the Demised Premises in its "AS IS" condition at the time of the anticipated delivery date from Property Owner to Landlord (currently scheduled for July 2022). Upon nearing the expiration of the term, the Tenant shall give a minimum of sixty (60) days advance written notice of any intent to extend the Sub-Lease and interest in entering into a new Sub-Lease agreement with the Landlord. Landlord shall have exclusive right to enter into new Sub-Lease negotiations and potential agreement with Tenant, or with another third party, or take over the entire Demised Premises.

ARTICLE 3. BASE RENT

During the first year of the term of this Sub-Lease, the monthly Base Rent for the demised property shall be Two Thousand One Hundred Eighty-Seven and 36/100 Dollars (\$2,187.26), i.e., \$1.50/rentable square foot payable in advance on or before August 1, 2022, and thereafter on or before the first day of each and every month during the term, at the office of the Landlord.

Beginning with August 1, 2023 and throughout the second year of the term of this Sub-Lease, the monthly Base Rent for the demised property shall be Two Thousand Two Hundred Forty-Five and 68/100 Dollars (\$2,245.68), i.e., \$1.54/rentable square foot payable in advance on or before the first day of each and every month of the remainder of the term, at the office of the Landlord.

ARTICLE 4. ADDITIONAL RENT

A. Tenant shall pay, for each calendar year or partial calendar year during which this Sub-Lease is in force, as Additional Rent, its pro-rata share of the Real Estate Taxes, Personal Property Taxes, and Operating Expenses allocable to the Building and the Property of which it is a part.

B. Upon completion of each calendar year during the term of this Sub-Lease, Landlord shall determine the actual amount of the Real Estate Taxes and Operating Expenses payable in such calendar year and Tenant's share thereof and deliver a written certification of these amounts to Tenant. Any overpayment or underpayment will be due from Landlord or Tenant, as the case may be, within twenty (20) days after Landlord provides the certification.

C. Tenant recognizes that late payment of Rent will result in administrative expense and financial risk to the Landlord, the extent of which is 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 and no/100 (\$100.00) Dollars, or (b) a sum equal to five (5%) percent per month of the unpaid rent or other payment.

ARTICLE 5. DELIVERY OF PREMISES

Tenant agrees to accept delivery of the Demised Premises in the same condition as Landlord accepts from Property Owner on May 3, 2022. Landlord agrees to work with Tenant during the "move-in period" set forth in Article 6 of the Lease to facilitate the preparation of the Demised Premises for use by both parties and commencement of business operations. See the Addendum hereto attached as Exhibit C and incorporated herein by reference.

ARTICLE 6. USE

Tenant shall use the Demised Premises for sports training and therapy and ancillary service purposes only, subject to all local, state, and federal laws regulating the use of the Demised Premises. Tenant shall not do anything to create any unusual nuisance, noise, or odor, or otherwise interfere with or disturb any other tenant of the Property or Landlord in its utilization of the Property as a chiropractic clinic. Tenant shall conduct no unlawful activity on the Demised Premises, or the Building or Property. Tenant acknowledges having received and read the Lease attached as Exhibit A, and agrees to abide by all of its terms and conditions as part of this Sub-Lease.

ARTICLE 7. ENVIRONMENTAL MATTERS

Tenant shall defend, indemnify, and hold Landlord (and Property Owner) harmless from and against any and all actions, claims, proceedings, causes of action, damages, losses, and expenses (including, without limitation, attorneys' fees and environmental engineering fees) resulting from or relating to the existence of any Hazardous Substance at the Property that results from or relates to Tenant's use or occupancy of the Demised Premises. "Hazardous Substance" means any pollutant or other toxic or hazardous waste, or other substance regulated by any applicable law relating to environmental matters and any materials containing friable asbestos, urea formaldehyde or polychlorinated biphenyls. No waiver of liability provision set forth in Article 13 of this Sub-Lease shall apply to this indemnity. This indemnity shall survive expiration or termination of this Sub-Lease.

ARTICLE 8. PARKING / RULES AND REGULATIONS

Tenant will comply with such reasonable rules and regulations as the Property Owner and Landlord may prescribe, on written notice to Tenant, for the safety, care, cleanliness, or orderly management of the Building or Property. No more than three (3) parking spaces are to be occupied at any one time by Tenant and its invitees. Overnight storage of vehicles, and the storage at any time of any other items or materials outside the Demised Premises but within the Property, is prohibited.

Property Owner and Landlord may regulate parking and allocate parking spaces within the Property to Tenant and the Landlord's other lessees, if the need arises. Landlord has the right, in the event of such an allocation, to designate specific space numbers for Tenant's exclusive use, and Tenant shall use those spaces only; provided, however, that Landlord shall, in making such a designation, consult with Tenant and use its best efforts to designate spaces in locations acceptable to Tenant.

ARTICLE 9. MAINTENANCE AND REPAIRS

Tenant will keep the Demised Premises continuously in a neat, clean, and sanitary condition and in as good condition as when turned over to it, reasonable wear and tear excepted. This maintenance and repair obligation extends to all interior walls, doors, windows, plumbing and electrical fixtures within the Demised Premises, except as these obligations may be covered by manufacturer or contractor warranties.

Excepting matters that are Tenant's obligation under this Article, Landlord (and/or Property Owner) will maintain and manage the Building and Property by providing such services as are customary for like buildings in the area. Except as provided elsewhere in this Sub-Lease concerning damage caused by Tenant not subject to a waiver of claims, Landlord (and/or Property Owner) shall at its sole expense maintain, repair and replace the Building's roof and load bearing walls, floors and columns. Landlord shall perform, as a reimbursable Operating Expense, all other maintenance and repairs which are not Tenant's obligation under this Article.

If Tenant fails to maintain or repair the Demised Premises as required in this Sub-Lease after written notice shall have been given to Tenant, and after Tenant has had a reasonable time to make the repairs, Landlord may make such repairs, at Tenant's expense, without liability to Tenant for any ensuing loss or damage.

ARTICLE 10. ALTERATIONS

Tenant acknowledges that this Sub-Lease gives it no right to make material interior changes, additions, or other alterations to the Demised Premises without Landlord's prior written consent, and Tenant agrees not to do so. Landlord, at its discretion, may waive this prohibition under such circumstances and subject to such conditions as Landlord deems appropriate.

ARTICLE 11. SIGNS

Tenant understands that all signage is under the exclusive control of the Property Owner, and Landlord has sought permission to install at Tenant's own expense, one exterior entry sign (at a designated entry location) stating Tenant's name, which Tenant shall maintain, and may retain upon expiration of the Sub-Lease. Tenant shall place no other sign anywhere on the Property that is visible from outside the Demised Premises without Landlord's prior written consent.

ARTICLE 12. UTILITIES

The parties understand that the Property Owner has responsibility for all water, sewer, gas, heat, light, and power (standard utilities) supplied to the Demised Premises. Tenant shall pay its proportionate (48%) share for all other services provided to or by Landlord and shared with Tenant, including phone, cable, internet, etc.

ARTICLE 13. INSURANCE

A. Landlord shall at all times during the term of this Sub-Lease insure the Building against loss or damage by fire, explosion, or other insurable hazards and contingencies for full replacement value, provided that Landlord shall not be obligated to insure any trade fixtures or personal property belonging to or Sub-Leased by Tenant. Tenant shall not be responsible for payment of any deductible or co-insurance portion of Landlord's fire and extended coverage insurance.

B. Notwithstanding any provision of this Sub-Lease to the contrary, Tenant shall not carry any stock of goods or do anything in or about the Demised Premises which will in any way impair or invalidate the obligation of the insurer under any policy of insurance required by this Sub-Lease.

C. Each insurance policy required hereunder shall provide that the insured party has relinquished all rights to recover against the other party for loss or damage resulting from perils insured against by the policy, to the extent of the coverage. Each party waives any claim against the other for any loss or damage which is covered by insurance maintained pursuant to this Sub-Lease. Landlord and Tenant shall promptly notify their respective insurance carrier(s) of this waiver of subrogation rights.

D. In the event that the use of the Demised Premises by Tenant increases the premium rate for insurance carried by Landlord on the Property, the Building or any portion thereof, Tenant shall pay Landlord upon demand the amount of such premium increase. If Tenant installs or uses any electrical equipment that overloads the power lines to the Building or its wiring, Tenant shall, at its own expense, make whatever changes are necessary to comply with the requirements of the insurance underwriter, insurance rating bureau, and governmental authorities having jurisdiction.

E. Tenant shall during the term hereof keep in full force and effect at its expense a policy or policies of public liability insurance with respect to the Demised Premises and the business of Tenant, under limits of liability not less than \$1,000,000 combined single limit. Such policy or policies shall provide that ten (10) days' written notice must be given to Landlord prior to cancellation or material amendment thereof. Tenant shall furnish evidence satisfactory to Landlord at the time this Sub-Lease is executed and thereafter, on request, that such coverage is in full force and effect. Tenant's providing insurance as prescribed herein does not release Tenant from liability to Landlord under this Sub-Lease or otherwise under applicable law, nor does it otherwise limit that liability, except as to those claims expressly waived under another provision of this Sub-Lease. Tenant will indemnify and defend Landlord and hold Landlord harmless, including reasonable attorney's fees, from claims for personal injury or property damage asserted by Tenant's employees, agents, invitees, or any other person, or any business entity, arising from Tenant's operations on the Demised Premises during the term of this Sub-Lease.

ARTICLE 14. NON-LIABILITY

Unless caused by Landlord's gross negligence, under no circumstances shall Landlord be liable to Tenant or persons claiming through Tenant for any loss or damage to any property of Tenant or of others by theft or destruction; any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Property or from the pipes, appliances, or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. Under no circumstances will Landlord be liable to Tenant or persons claiming through Tenant for any such damage caused by any other tenant, other occupant, or invitee of the Property, or the public, or caused by operations in construction of any private, public or quasi-public work, or caused by the absence or interruption of utilities; any loss or damage resulting from acts of God or any cause beyond Landlord's reasonable control; any loss or damage caused by Landlord's failure to make the Demised Premises available for occupancy on the scheduled commencement date of the Sub-Lease term; or any consequential damage no matter what the cause.

ARTICLE 15. EMINENT DOMAIN

A. If the entirety of the Demised Premises are condemned (this term includes sales in lieu of condemnation, and so-called "quick takes"), then this Sub-Lease will terminate as of the date possession shall be taken by the condemning authority, and rent shall be paid to the date of such termination. Otherwise, this Sub-Lease will remain in effect notwithstanding any condemnation, but with an equitable abatement of Base Rent and/or Additional Rent based on the portion, if any, of the Demised Premises rendered unsuitable for office use and the extent of that unsuitability. Absent termination of this Sub-Lease, Landlord has the option of reducing or eliminating any unsuitability resulting from a condemnation by restoring or remodeling the Demised Premises or by making available substitute areas of the Property reasonably acceptable to Tenant.

B. Landlord is entitled to all condemnation proceeds, no matter what the stated basis therefor; provided, however, that Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any relocation costs or any resulting damage to Tenant's business. Tenant shall have no claim against Landlord for the value of any unexpired term of this Sub-Lease.

ARTICLE 16. DAMAGE OR DESTRUCTION

In the event of any damage or destruction to the Property by fire or other cause during the term hereof, the following provisions shall apply:

A. If the Building is damaged by fire or any other cause to such extent that the cost of restoration, as reasonably estimated by Landlord (and/or Property Owner), will equal or exceed thirty percent (30%) of the replacement value of the Building (exclusive of land value and foundations) just prior to the occurrence of the damage, then Landlord may, no later than the ninetieth (90th) day following the damage, give Tenant written notice of Landlord's election to terminate this Sub-Lease. In such event, this Sub-Lease shall be deemed to terminate on the thirtieth (30th) day after the date of Landlord's notice of election to terminate, and all rentals shall be paid up to said thirtieth (30th) day. Tenant shall have no claim against Landlord for the value of any unexpired term of this Sub-Lease.

B. If the cost of restoration as estimated by Landlord (and/or Property Owner) is less than thirty percent (30%) of said replacement value of the Building, or if, despite the cost, Landlord does not elect to terminate this Sub-Lease, then Landlord shall restore the Demised Premises with reasonable promptness, subject to delays beyond Landlord's control and delays in the making of insurance adjustments; and Tenant shall have no right to terminate this Sub-Lease except as herein provided. Landlord shall not be responsible for restoring or repairing trade fixtures, leasehold improvements, personal property or equipment of Tenant.

C. In any case where damage to the Demised Premises renders them materially unsuitable in whole or in part for office use, then unless such damage was wholly or partially caused by the negligence or breach of the terms of this Sub-Lease by Tenant, its employees or

invitees, a portion of the rent based upon the amount or the extent to which the Demised Premises are rendered unsuitable shall be abated until the Demised Premises are repaired or restored. If the destruction or damage was wholly or partially caused by negligence or breach of the terms of this Sub-Lease by Tenant as aforesaid and if Landlord elects to rebuild, there will be no abatement of rent.

ARTICLE 17. SURRENDER

Upon termination or expiration of this Sub-Lease, Tenant agrees to do the following on or before the expiration or termination date: (a) remove all signs, personal property, and trade fixtures belonging to or leased by Tenant; (b) repair all damage resulting from such removal; (c) promptly surrender all keys to Landlord at the place then fixed for payment of rent and inform Landlord of the combinations of any locks and safes that will remain behind; and (d) surrender possession of the Demised Premises broom clean and in as good condition and repair as the same were in at the commencement of this Sub-Lease except for (i) reasonable wear and tear, (ii) repairs and restorations required to be made by Landlord as herein provided, and (iii) damage or destruction covered by insurance required to be maintained under this Sub-Lease.

Tenant agrees that Landlord will have the option, with respect to all or any of Tenant's personal property left behind in violation of this Article, to store it at Tenant's expense or declare and treat it as having been abandoned by Tenant.

ARTICLE 18. HOLDING OVER

Any holding over without Landlord's written consent after termination or expiration of this Sub-Lease is a breach hereof entitling Landlord to institute legal action to dispossess Tenant and to sue Tenant for any damages resulting from the holding over. Any holding over with Landlord's consent will, absent a contrary writing executed by the parties, be considered a month to month extension of this Sub-Lease with Base Rent payable as provided in the next sentence. In all cases, except insofar as Landlord may hereafter agree in writing, so long as Tenant remains in possession after termination or expiration of this Sub-Lease, Tenant agrees to pay Base Rent at double the rate in effect immediately prior to termination or expiration hereof, and otherwise to abide by all terms and obligations imposed on Tenant under this Sub-Lease.

ARTICLE 19. DEFAULT OF TENANT

A. In the event of any failure of Tenant to pay any Base Rent, Additional Rent, or other sum when due hereunder; or any failure of Tenant to perform any other term, condition or covenant of this Sub-Lease for more than five (5) days (or such additional time, in no event more than ninety (90) days, as is reasonably required to correct such failure) after written notice; or if Tenant or an agent of Tenant shall falsify any report required to be furnished to Landlord pursuant to the terms of this Sub-Lease, or otherwise misrepresent any material fact in any writing provided to Landlord; or if Tenant or any guarantor of this Sub-Lease shall become bankrupt or insolvent, or file any debtor proceedings, or any person shall take or have against

Tenant or any guarantor of this Sub-Lease in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's or any such guarantor's property; or if Tenant or any such guarantor makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement; or if Tenant shall abandon the Demised Premises for a period of more than ninety-six (96) consecutive hours or suffer this Sub-Lease to be taken under any writ of execution; then, in any such event, Tenant shall be in default hereunder (a "Default"), and Landlord, in addition to other rights and remedies it may have, may declare all rents reserved under this Sub-Lease for the then unexpired balance of the term to be immediately due and payable, and shall have the immediate right of re-entry and may remove all persons and property from the Demised Premises, and such property may be removed and stored in a public warehouse or elsewhere at the cost and for the account of Tenant, all without service of further notice or resort to legal process and without Landlord's being guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby.

B. Should Landlord elect to re-enter the Demised Premises after Tenant's Default as herein provided, or should it take possession of the Demised Premises after Tenant's Default pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may either terminate this Sub-Lease or may from time to time, without terminating this Sub-Lease, make such alterations and repairs as may be necessary in order to relet the Demised Premises, and may relet the Demised Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Sub-Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable. Upon each such reletting, all rentals received by Landlord from such reletting shall be applied first to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of Landlord's costs and expenses of such reletting, including reasonable brokerage fees, attorney's fees, and costs of alterations and repairs necessary to prepare the space for a new tenant; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than the rentals to be paid during that month by Tenant hereunder, then Tenant shall pay any such deficiency to Landlord on demand. No such re-entry or taking possession of the Demised Premises by Landlord, nor any other act or omission to act by Landlord, shall be construed as an election on Landlord's part to terminate this Sub-Lease unless a written notice of Landlord's intention to terminate be given to Tenant, or unless the termination hereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time after such re-entry and reletting elect to terminate this Sub-Lease for Tenant's said previous Default. Should Landlord at any time terminate this Sub-Lease by reason of any Default by Tenant, then in addition to any other remedies it may have, Landlord may recover from Tenant all damages it may incur by reason of such Default, including the cost of recovering possession of the Demised Premises, reasonable attorney's fees, and the net present value at the time of such termination (utilizing a discount rate of 7.5%) of the excess, if any, of (i) the amount of Base Rent and Additional Rent reserved in this Sub-Lease for the remainder of its stated term, over (ii) the then reasonable rental value of the Demised Premises for the remainder of the stated Sub-Lease Term, all of which amounts shall be immediately due and payable from Tenant to Landlord.

C. In the event suit shall be brought for recovery of possession of the Demised Premises or for any other remedy available to Landlord after Tenant's Default, and in the event such Default by Tenant shall be established in such action, then Tenant shall pay to Landlord all expenses therein incurred, including reasonable attorney's fees, together with interest at the rate of one and one-half percent (1.5%) per month from the date of Default on all damages awarded, attorney's fees and expenses.

D. No remedy herein or elsewhere in this Sub-Lease, or otherwise by law, statute or equity conferred upon or reserved to Landlord or Tenant, shall be exclusive of any other remedy, but all such remedies shall be cumulative, and may be exercised from time to time and as often as the occasion may arise.

ARTICLE 20. LANDLORD'S WARRANTY

Landlord warrants and covenants that upon Tenant's paying the rents and performing the covenants and agreements herein stated, Tenant shall and may peaceably and quietly have, hold and enjoy the Demised Premises for the term herein set forth. Landlord shall not be deemed to be in default under this Sub-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 21. RENT DUE ABSOLUTELY

Tenant's obligations to pay Base Rent and Additional Rent are each independent of any other provision of this Sub-Lease, and such rents shall be due irrespective of any claim of setoff or other claim by Tenant against Landlord. All rents due under this Sub-Lease shall be due at the times specified herein; provided, however, that if Additional Rent is increased, the amount of the increase shall first be due on the later of the twentieth (20th) day following notice of the increase, or when the increase would otherwise be payable. Any monies other than rent payable by Tenant under this Sub-Lease shall be due on the twentieth (20th) day following Landlord's invoice therefor, unless this Sub-Lease provides a different time. All accrued rent and other monies, if not paid when due, shall unless otherwise specified herein bear interest at the lesser of eighteen percent (18%) per annum or the maximum rate permitted by law. All accrued rent and other monies, if not paid within ten (10) days of the due date, shall be subject to a late fee of the greater of \$50.00 or two percent (2%) of the delinquent payment, to cover Landlord's costs of monitoring the delinquency.

ARTICLE 22. RIGHT OF ENTRY

As the space to the Demised Premises is entirely within Landlord's property originally leased by Landlord from Property owner, Tenant shall permit Landlord, its agents and contractors to enter the Demised Premises at all times for any purpose, including (but not by

way of limitation) the purpose of inspecting the same and making any necessary repairs, alterations and improvements. Nothing herein shall imply any duty upon the part of Landlord to do any repair, maintenance, inspection, or other work which, under any provision of this Sub-Lease, Tenant may be required to perform; and the performance thereof by Landlord shall not constitute a waiver of Tenant's nonperformance. Landlord will not unreasonably disturb Tenant's business in the course of performing work on the Property, but Landlord will not be liable for inconvenience, annoyance, disturbance, loss of business, or other damage to Tenant by reason of making repairs or the performance of any other work in the Demised Premises which this Sub-Lease requires or permits Landlord to perform, or on account of bringing materials, supplies and equipment into or through the Demised Premises during the course thereof, and the obligations of Tenant under this Sub-Lease shall not thereby be affected in any manner whatsoever. Landlord reserves the right to enter upon the Demised Premises at any time for any reason, and Tenant agrees to same.

ARTICLE 23. ASSIGNMENT AND SUBLETTING

Tenant shall not transfer or assign this Sub-Lease or sublet the Demised Premises or any part thereof, whether by voluntary act, operation of law, or otherwise, without obtaining the prior written consent of Landlord in each instance. Consent by Landlord to any assignment of this Sub-Lease or to any subletting of the Demised Premises shall not be a waiver of Landlord's rights under this Article as to any subsequent assignment or subletting. Landlord's rights to assign this Sub-Lease are and shall remain unqualified. Unless Landlord agrees otherwise in writing, no assignment or subletting by Tenant shall relieve Tenant from any of its obligations under this Sub-Lease.

ARTICLE 24. SUBORDINATION, ATTORNMENT, NOVATION

Tenant agrees to subordinate this Sub-Lease to any mortgage now or hereafter placed of record, to attorn to any successor in interest of Landlord (including the mortgagee under any such mortgage upon foreclosure or conveyance in lieu thereof), and to consent to a novation in the event that Landlord conveys the Property to a third party; provided, however, that the mortgagee, successor or third party shall agree that, upon obtaining or succeeding to Landlord's interest, it will keep this Sub-Lease in effect and abide by its terms until such time as it may be terminated in accord with its stated provisions. Tenant shall, within ten (10) business days of any written request by Landlord, execute and deliver to Landlord an "estoppel certificate" in any form reasonably designated by Landlord certifying that this Sub-Lease is in full force and effect and that there are no offsets against rent nor defenses to Tenant's performance under this Sub-Lease, or setting forth any such offsets or defenses claimed by Tenant, as the case may be, and certifying such other information as Landlord reasonably requests.

ARTICLE 25. NOTICES

Notices required or permitted under this Sub-Lease must be in writing and will be deemed sufficiently given if transmitted by overnight courier or first class, certified United

COVID-19 Provision. In the event of generally applicable governmental rules, laws, regulations, or executive orders enacted for the purpose of reducing the spread of COVID-19 temporarily prohibit the operation of a business for the Permitted Use at the Premises during the Initial Term (the "Temporary Prohibition Period"), and provided Tenant is not then in default under this Sub-Lease, then the Base Rent accruing during such Temporary Prohibition Period shall be deferred (with Base Rent during any partial calendar months during such period to be appropriately prorated) until the earlier to occur of (i) six (6) months after the end of the said Temporary Prohibition Period and (ii) the end of the Term. Tenant shall use commercially reasonable efforts to promptly apply for any and all governmental assistance, whether in the form of grants, loans, forgiveness, waivers, deferrals, or other economic stimulus benefits, that both would reasonably be expected to benefit Tenant and may now or hereafter be available to Tenant on account of or relating to the COVID-19 pandemic (collectively, "Stimulus Funds"), with Tenant's failure to do so constituting a material default under the Sub-Lease. If Tenant receives any Stimulus Funds or the economic benefits thereof, Tenant shall promptly, and in any event within 30 days, first apply the same (or the economic benefit thereof) toward the payment of the Base Rent deferred under this Section 58 to the extent permitted under applicable law, and upon payment of such amount to Landlord, the amount of Base Rent deferred under this Section 58 shall be reduced by the amount of the Stimulus Funds so paid to Landlord. Notwithstanding anything to the contrary in this Section 58, if any Event of Default occurs prior to the repayment of all Base Rent deferred under this Section 58, then Tenant shall not be entitled to any further Base Rent deferral hereunder and all Base Rent that has been deferred will become immediately due and payable to Landlord. In consideration for the Base Rent deferral provided herein, Tenant hereby waives any and all claims and defenses asserting: (i) Tenant has the right to otherwise or further offset, defer, or abate any Rent due under this Sub-Lease as a result of the COVID-19 pandemic or any related prior, existing, or future Federal, State, County, City or other local rules, regulations, Executive Orders or other regulations or edicts; or (ii) that the COVID-19 pandemic or any related prior, existing, or future Federal, State, County, City or other local rules, regulations, Executive Orders or other regulations or edicts constitute or result in a frustration of purpose of the Sub-Lease or otherwise entitle Tenant to terminate this Sub-Lease. Tenant acknowledges and agrees that as of the Effective Date there are no generally applicable governmental rules, laws, regulations, or executive orders that have been enacted for the purpose of reducing the spread of COVID-19 that would temporarily prohibit the operation of a business for the Permitted Use at the Premises.

Counterparts. This Sub-Lease may be executed in several counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

Effective Date. The Effective Date of this Sub-Lease will be the date set forth on the signature page of this Sub-Lease.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

** Signature Page of Sub-Lease to Follow **

OFAC Covenant. Tenant will ensure, and cause each of its subsidiaries to ensure, that (i) no person who owns twenty percent (20%) or more of the equity interest in Tenant, or otherwise controls Tenant or any of its subsidiaries, is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the OFAC, the Department of the Treasury or included in any Executive Order.

Landlord's Right of Recapture upon Cessation of Operations. If Tenant ceases to operate its business in the Premises for a period in excess of sixty (60) days (unless in connection with a remodeling, condemnation, casualty, or Event of Force Majeure) (the "Dark Period"), in addition to Landlord's other rights and remedies under this Sub-Lease, Landlord has the right, but not the obligation, to terminate this Sub-Lease on the terms and conditions in this Section, at no cost to Landlord (the "Recapture Right"). Landlord may exercise its Recapture Right any time after said sixty (60) day Dark Period by providing written notice ("Landlord's Recapture Notice"). This Sub-Lease will terminate as of the date which is thirty (30) days after the date on which Tenant receives Landlord's Recapture Notice. Notwithstanding the foregoing, Landlord's Recapture Right will be null and void and this Sub-Lease will continue in full force and effect in the event that Tenant gives written notice to Landlord within thirty (30) days after receipt of Landlord's Recapture Notice that either Tenant or its permitted assignee or sublessee intends to commence operations at the Premises and Tenant (or its permitted assignee or sublessee, as the case may be) in fact commences operations at the Premises within sixty (60) days after receipt by Tenant of Landlord's Recapture Notice.

Contingencies. Landlord's obligations under this Sub-Lease are contingent on Landlord's receipt of any consent or approval required by Landlord's lender. Landlord will diligently pursue its lender's consent and approval and will deliver Tenant notice of satisfaction on or before the Rent Commencement Date.

Guaranty. Tenant will deliver to Landlord along with an executed copy of this Sub-Lease, a fully executed copy of the Lease Guaranty Agreement in form attached hereto as Exhibit D, wherein Ben Jaremko (hereinafter referred to as "Guarantor") shall guaranty Tenant's Sub-Lease obligations. Landlord shall not have any obligations under this Sub-Lease unless and until said executed Lease Guaranty Agreement is delivered to Landlord, and it will be an Event of Default if Tenant does not deliver the fully executed Lease Guaranty Agreement along with the executed copy of this Sub-Lease.

Counterparts. This Sub-Lease may be executed in several counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

Effective Date. The Effective Date of this Sub-Lease will be the date set forth on the signature page of this Sub-Lease.

Radius Restriction. Tenant covenants and agrees that it shall not at any time during the Term or any Option Term directly or indirectly, operate, manage or have any interest in any other business which is in competition with a business operated for the Permitted Use within a radius of three (3) miles of the Premises.

ARTICLE 28. SUCCESSORS AND ASSIGNS

This Sub-Lease shall inure to the benefit of and be binding upon the Landlord and Tenant and upon their respective successors in interest and assigns.

ARTICLE 29. GENERAL PROVISIONS

No Liability of Partners of Landlord. Notwithstanding anything herein to the contrary, Landlord and partners of Landlord, if any, are not and will not be personally liable for performance of the covenants and agreements of Landlord herein contained, and the enforcement of the remedies of Tenant in the event of default by Landlord will be strictly limited to the equity interests of Landlord in the Project. If Landlord sells or assigns its interest in the Project, Landlord will without further written agreement be freed and relieved of liability under such covenants and obligations.

Joint and Several Liability. If, at any time, there is more than one person who is a Tenant under this Sub-Lease, the liability for keeping and performing Tenant's obligations under this Sub-Lease will be joint and several with respect to each such person or entity.

No Partnership. Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of Tenant's business, or otherwise, or become a joint venture, or a member of a joint enterprise with Tenant, by virtue of this Sub-Lease.

Time of the Essence; Computation of Time. Time is of the essence for each and every provision of this Sub-Lease. Whenever the last day for the exercise of any right or discharge of any duty under this Sub-Lease will fall upon a Saturday, Sunday or any date on which banks in Minnesota are closed, the party having such right or duty may exercise such right or discharge such duty on the next succeeding day which is a regular business day.

Minnesota Law; Severability; Captions. This Sub-Lease will be governed by and construed in accordance with the domestic laws of the State of Minnesota, without giving effect to any choice of law or conflicting provision or rule (whether of the State of Minnesota or any other jurisdiction) that would cause the laws of any jurisdiction other than the State of Minnesota to be applied. In furtherance of the foregoing, the internal laws of the State of Minnesota control the interpretation and construction of this Sub-Lease, even if under such jurisdiction's choice of law or other conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply. Whenever possible, each provision of this Sub-Lease will be interpreted in such manner as to be effective and valid under such applicable laws, but, if any provision of this Sub-Lease will be held prohibited or invalid under such applicable law, such provisions will be effective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining portions of this Sub-Lease. The captions, articles and underscored portions of this Sub-Lease are for convenience only and will not be used in the interpretation of any of the provisions of this Sub-Lease.

Exhibits. Included and incorporated herein by reference are exhibits A through D, set forth in the Schedule of Fundamental Sub-Lease Terms or otherwise stated in this Sub-Lease.

States mail with return receipt requested, postage prepaid, directed to the following addresses or such other addresses as either party may designate in writing:

To Tenant:	Ben Jaremko/Two Brothers, LLC Attn: _____ _____ MN _____ Phone: e-Mail:
To Landlord:	iBackCheck, PLLC Attn: Christi Jo Christian _____ _____ MN _____ Phone: e-Mail:
To Attorney:	KELLER, WOODS & THOMPSON Attn: Paul A. Thompson 1300 Godward Street NE, #4000 Minneapolis, MN 55432 Phone: (763) 571-2345 e-Mail: paul@woodsandthompson.com

Notices mailed as stated above will be deemed received (whether or not actually received) on the second business day after mailing. Notices given in any other manner will be deemed received only upon actual receipt. Unless Landlord specifies otherwise, rent will be payable to Landlord at the address designated for notices from time to time.

ARTICLE 26. REPRESENTATIONS

Tenant acknowledges that, except as expressly stated in this Sub-Lease, Landlord has made no representations, promises or warranties regarding the Demised Premises, Property, or this Sub-Lease.

ARTICLE 27. NON-WAIVER

Acceptance of rent following a Default by Tenant, known or unknown to Landlord, monetary or non-monetary, shall in all cases be deemed a matter of mitigating damages and not a waiver of such Default. Forbearance for any length of time shall not be deemed a waiver by Landlord. Landlord's rights can be waived only by a written express waiver particularly stating the matter waived. No other act, statement, or omission of any kind by Landlord shall be deemed a waiver of Landlord's rights.

Obligations or the death of any other guarantor or obligor on any Obligations; (v) any release, surrender, cancellation or other discharge of any Obligations or the acceptance of any instrument in renewal or substitution for any instrument evidencing Obligations; (vi) any failure to obtain collateral security (including rights of setoff) for any Obligations, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to preserve, protect, insure, care for, exercise or enforce any of the security for any of the Obligations; and (vii) any modification, alteration, substitution, exchange, surrender, cancellation, termination, release or other change, impairment, limitation, loss or discharge of any of the security for any of the Obligations. Each Guarantor waives any and all defenses and discharges available to a surety, guarantor, or accommodation co-obligor, dependent on their character as such.

4. Each Guarantor waives any and all of the following defenses, claims, setoffs, and discharges, pertaining to the Obligations: waiver, release, discharge in bankruptcy, and ultra vires acts, which may be available to Tenant in respect of the Obligations, or any setoff available against Landlord and to Tenant, whether or not on account of a related transaction. The liability of each Guarantor shall not be affected or impaired by any voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of, or other similar event or proceeding affecting, Tenant or any of its assets.

5. Each Guarantor also hereby waives: (i) presentment, demand for payment, notice of dishonor or nonpayment, and protest of the Obligations; (ii) notice of the acceptance hereof by Landlord; and (iii) notice of any amendment to or modification of any of the terms and provisions of the Lease or any other agreement evidencing any Obligations.

6. This Guaranty shall be binding upon the heirs, legal representatives, successors and assigns of each of the Guarantors, and shall inure to the benefit of the successors and assigns of Landlord.

IN WITNESS WHEREOF, each Guarantor has executed this Guaranty as of this 27
day of April, 2022.

GUARANTOR:

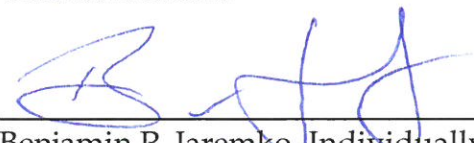

Benjamin P. Jaremko, Individually

EXHIBIT D
GUARANTY FROM BEN JAREMKO

GUARANTY

In consideration of the execution by iBackCheck, PLLC ("Landlord") of that certain Sub-Lease (the "Sub-Lease") with Two Brothers, LLC, ("Tenant"), dated as of the 27th day of April 2022, pertaining to a portion of the the building commonly known as 1000 School Street, Elk River, Minnesota (the "Building"), the undersigned (hereinafter collectively referred to as the "Guarantors"), being the principals of Tenant, hereby agree as follows:

1. The Guarantors hereby absolutely, unconditionally, and jointly and severally guarantee to Landlord (i) the full and prompt payment, when due, of all sums payable by Tenant to Landlord under the terms of the Sub-Lease, (ii) the full and prompt performance, when due, of all other obligations imposed by the Sub-Lease on Tenant, and (iii) the full and prompt discharge of all obligations arising from Tenant's occupancy or use of any part of the Building. The Guarantors hereby absolutely, unconditionally and jointly and severally agree to indemnify, defend, and hold Landlord harmless from and against any and all claims, liabilities, judgments, expenses (including, without limitation, reasonable attorney's fees), and costs arising from any breach or violation by Tenant of its obligations under the Sub-Lease or under law, or from any such breach or violation asserted by a third party. The Guarantors hereby absolutely, unconditionally, and jointly and severally guarantee to Landlord payment of Landlord's costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in enforcing this Guaranty, whether or not suit is filed, and whether or not incurred to obtain or enforce a judgment, and, if suit is filed and any party appeals, all costs incurred in prosecuting or defending any such appeal. The above-described payments and other obligations are hereby designated the "Obligations."

2. No act or thing need occur to establish the liability of any Guarantor hereunder, and with the exception of full payment and performance, no act or thing (including, but not limited to, a discharge in bankruptcy of the Obligations, and/or the running of the statute of limitations) relating to the Obligations, which but for this provision could act as a release of the liabilities of any Guarantor hereunder, shall in any way exonerate any Guarantor, or affect, impair, reduce, or release this Guaranty and the liability of any Guarantor hereunder; and this shall be a continuing, absolute, unconditional and joint and several guaranty and shall be in force and be binding upon each Guarantor until the Obligations are fully paid and performed.

3. The liability of each Guarantor hereunder shall not be affected or impaired in any way by any of the following acts or things (which Landlord is hereby expressly authorized to do, omit or suffer from time to time without notice to or consent of anyone): (i) any acceptance of collateral security, guarantors, accommodation parties or sureties for any or all Obligations; (ii) any extension or renewal of any Obligations (whether or not for longer than the original period) or modification of the terms of any Obligations; (iii) any waiver or indulgence granted to Tenant, any delay or lack of diligence in the enforcement of the Sub-Lease or any particular Obligation, or any failure to institute proceedings; (iv) any full or partial release of, compromise or settlement with, or agreement not to sue any other guarantor or other person liable on any

EXHIBIT B
FLOOR PLAN OF DEMISED PREMISES

EXHIBIT C

ADDENDUMS TO SUB-LEASE

1. The parties to this Sub-Lease mutually agree that the designated space (attached Exhibit B) sub-let to the Tenant shall be utilized by Tenant for the specific purpose of sports training and services for athletes (both child and adult ages). Tenant shall not engage in the utilization of the sub-let space for purposes of offering group classes outside the scope of sports training and services (ie. yoga, Pilates, and other group exercise classes).
2. The parties to this Sub-Lease mutually agree that the designated space (attached Exhibit B) sub-let to the Tenant shall have mutually established hours solely for use by Tenant, and that the designated space may be utilized by Landlord, but with the express restriction as to Tenant's scheduled hours.

BS

Initials of Tenant

BS CJC

Initials of Landlord

Exhibit A
Lease Agreement
By and between
iBackCheck, PLLC and City of Elk River

IN TESTIMONY WHEREOF, the parties have executed this Sub-Lease as of the day and year first above written:

LANDLORD:

iBackCheck, PLLC

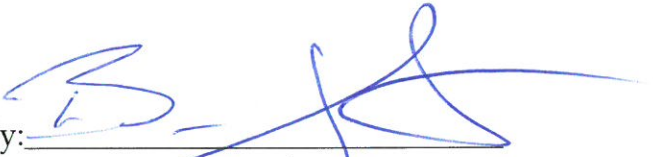
By: 

Christi Jo Christian

Its: CEO/Manager

TENANT:

TWO BROTHERS HOCKEY, LLC

By: 

Benjamin P. Jaremko

Its: CEO/Manager



Request for Action

To
City Council

Item Number
8.3

Meeting Date
May 20, 2024

Prepared By
Cal Portner, City Administrator

Item Description
Select Executive Search Firm

Reviewed by:
Cal Portner
Lauren Wipper
Tina Allard

Action Requested

Approve, by motion, the engagement of _____ for executive recruitment services for chief of police.

Background/Discussion

Chief Ron Nierenhausen announced his retirement from public service effective May 31, 2024. At the May 6, 2024, Regular City Council Meeting, the Council expressed a consensus not to seek an interim police chief during a market search for a replacement. The Council also directed staff to solicit proposals from executive recruiting firms to perform the recruitment.

Three proposals were received from the following firms:

- DDA Human Resources
- MGT/GovHR
- GMP Consultants

Each of the firms is highly regarded for municipal executive searches and has the resources and demonstrated experience to complete a successful recruitment.

Financial Impact

The Police Department personnel budget has sufficient funds available due to the ongoing officer and CSO vacancies and the delayed onboarding of the newly added records clerk position.

Mission/Policy/Goal

The Elk River Vision

Attachments

1. DDA HR Proposal Cover
2. DDA HR ElkRiver Police Chief Recruitment
3. MGT GovHR exp Barrington Hills IL Police Chief
4. MGT GovHR Elk River MN - Police Chief 2024 Proposal

The Elk River Vision

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



5. MGT GovHR Cover
6. GMP HR Consultants Proposal

Cal Portner

From: Pat Melvin <Pat@daviddrown.com>
Sent: Friday, May 3, 2024 3:21 PM
To: Cal Portner
Subject: Police Chief recruitment
Attachments: ElkRiver Police Chief Recruitment.pdf

Calvin:

Good afternoon, I hope you enjoyed the MCMA conference. Please see the attached proposal to assist the City of Elk River with recruitment of its next Police Chief. Review and let me know if you have any questions. I know that law enforcement has a more rigorous background and psychological assessment and DDA Human Resources, Inc. would not be able to complete that part of the hiring process. If I recall correctly, that is typically done through the County Sheriff's Office. We would be happy to help coordinate that with the County if that is the process. Please note the timeline is pending the availability of your council members and typically gets finalized at the time of approving the Profile.

DDA, Human Resources has a very thorough process which includes meeting individually with the Council members and staff to identify the desired qualities and preferred background experience, advertising through numerous venues and reaching out personally to individuals through LinkedIn, phone calls and e-mails to identify individuals with a background matching your ideal candidate. Once applications are in DDA, Human Resources provides the Council with quality information on each candidate at each stage of the recruitment process as the Council narrows the applicants to those deemed to be the best fit for the City. Throughout this process, we keep the City Council informed of candidates and what the next step is and adhere to a tight timeline so that you can count on having a successor as soon as possible to take advantage of possible overlap with the outgoing Finance Director.

We are so confident in our process, which has been tweaked and re-evaluated multiple times, that we offer a two-year assurance that the candidate selected through our process will remain with the City at least two years otherwise we will gladly return and conduct another recruitment with only the additional advertising and testing expenses incurred by the City.

Please let me know if there is anything I can do to explain or better inform you and others about our trusted recruitment process. Thank you for considering DDA Human Resources, Inc. to assist in this very important recruitment process. Have a great Friday and when convenient, please send me an e-mail to confirm that you received this proposal. Have a great weekend!

Patrick Melvin

Management Consultant
DDA Human Resources, Inc.
A David Drown Associates Company
3620 Northome Avenue
Wayzata, MN 55391
Cell: 612 385-7162
Phone: 612-920-3320 x116
pat@daviddrown.com
www.daviddrown.com

May 3, 2024

Mayor and City Council
City of Elk River
13065 Orono Parkway
Elk River, MN 55330

Dear Honorable Mayor Dietz and Members of the Council,

Thank you for the opportunity to submit a proposal to assist the City of Elk River with a search for your next Police Chief. Our firm has extensive experience with local governments, and we thoroughly understand the complexities faced by local governments in Minnesota. DDA HR uses a proven, comprehensive process ensuring clients can identify the best candidate for their organization and community.

The attached proposal includes several elements that set us apart in our approach to providing this service. Highlights include:

- **Knowledge:** Our firm comprehensively understands local government in Minnesota, and our consultants are former Administrators with significant experience.
- **Neutral Third Party:** We provide a neutral, objective perspective and ensure the process is focused on assisting the Council with finding the best possible fit. If you select DDA, be assured you will not have to deal with political challenges that can creep into the hiring process.
- **Brochure/Profile:** We develop a detailed, professional profile to present the organization in the most positive manner. A sample is attached.
- **Advertising and Outreach:** Our advertising and direct outreach is comprehensive and designed to penetrate deeper and reach more potential candidates. Our depth and scope of outreach is unparalleled.
- **Experience:** DDA HR has conducted more Minnesota city and county executive searches in the last five years than any other firm by a wide margin.
- **Adherence to deadlines:** When a deadline is established, we will meet it.
- **Video Interview:** DDA uses video interviews in the screening process to get quality data that may not be apparent on resumes. These videos are used by the Council to make informed decisions on who to interview. DDA believes that the elected body should pick candidates to interview, not us. We will make sure the Council has the needed information to make this effective. You know best.
- **Candidate Communication:** Through direct contact and a sophisticated software system, we ensure candidates understand the process and where they stand at all times. Candidates deserve nothing less.
- **Work Personality Index:** Prior to deciding on final candidates, the Council will receive a personality index report on each person being considered for an interview.
- **Background Check Process:** Instead of doing a comprehensive background check on a single finalist, we do a comprehensive background and reference check on all finalists interviewed by the Council. This does not include the law enforcement specific background check that will need to be done on the selected candidate.
- **Intellectual Profile:** Each finalist will complete an intellectual profile measuring verbal reasoning, mathematical and logical reasoning, and overall mental aptitude.
- **All Inclusive Pricing:** Costs for all the services we provide are included. No surprises with us.
- **Two-year Guarantee:** We include a two-year guarantee because we use a proven process that you can trust.

Thank you for your consideration.

Sincerely,

Pat Melvin

Patrick Melvin

DDA Human Resources, Inc.
Enclosures



CITY OF ELK RIVER

Police Chief Search Proposal

Submitted by **DDA Human Resources, Inc.**

May 3, 2024



Prepared by:
Pat Melvin
Management Consultant

CONTENTS OF THE PROPOSAL

- | | |
|---------------------------|-------------------|
| ■ Description of the Firm | ■ Process Details |
| ■ Approach to the Process | ■ Fees |
| ■ Service Team | ■ Assurance |
| ■ Timeline | ■ References |

DESCRIPTION OF THE FIRM

Proudly based in Minnesota, David Drown Associates (DDA) is a full-service consulting firm with more than 25 years working with local governments providing a full range of fiscal and economic development services, along with compensation and classification services and executive searches, to over 450 government clients throughout Minnesota. Over these years, we have gotten to know local government well, and we have worked hard to keep our services up to date to meet the ever-changing needs of our clients.

In 2013, we expanded our scope to provide human resources services — we started with executive recruitment and organizational studies and more recently added classification and compensation studies. Because of growth in our human resource service area, a new human resource affiliate company was created in 2017. DDA Human Resources Inc. currently employs eleven individuals serving cities, counties, and special districts throughout Minnesota. The majority of our consultants are recent practitioners having served as Administrators or Human Resource Managers.

We have provided executive search services to over 125 cities and counties throughout Minnesota. Therefore, we understand the current challenges, know hundreds of potential candidates, and have our finger on the pulse of hiring local government leaders anywhere in the state.

We take great pride in providing the best service at a fair and equitable price. We think you will find that our small company is nimble, efficient, and personable. We know and understand local government, and that will always guide our work.

APPROACH TO THE PROCESS

Our approach to this search will be to focus on finding the best fit for the City of Elk River. This is accomplished, first and foremost, by listening to what you are saying, understanding your goals and objectives, and building the search process from that foundation.

After gathering background information, we comprehensively advertise the position and make sure that the posting gets into the hands of prospective candidates. In some cases, those persons are not active job seekers, so we will make every effort to find those folks through direct outreach efforts. After the posting closes, an analysis of candidates will be completed so that, when the semifinalists are presented to the City Council, you will be confident that these people are the best matches from the submitted applications.

After the City Council select the finalists, these candidates will be fully researched, and all necessary hiring information will be available prior to the final interviews.

Communication with the City is a high priority. In addition to our Consultant Pat Melvin being on site regularly, the City will receive weekly email updates, and he will always be available for questions.

SERVICE TEAM

PAT MELVIN – PROJECT LEAD

Pat joined DDA as a Management Consultant specializing in Executive Search Services. He has a Government and Management Degree from Saint John's University and a Public Administration Studies master's degree from the University of Minnesota – Mankato which he earned while working for the City of Edina.

Pat grew from being the Special Projects Administrator in Wright County to becoming the Administrator in McLeod County and has city experience serving as City Administrator in the Cities of Arlington and Minnetonka Beach. While working in county and city government, Pat has been involved in numerous aspects of local government including policy development, budgeting, human resources (including recruiting), payroll, benefits and workplace investigations, capital improvement plans, contract negotiations, grievance settlements, and managed a group self-insured health insurance plan.

City of Minnetonka Beach- City Administrator 2019-2021

City of Arlington – City Administrator 2017-2019

McLeod County – County Administrator 2008-2017

Wright County – Special Projects Administrator 1999-2008



Contact Information:

pat@daviddrown.com

612-920-3320 x116

3620 Northome Ave

Wayzata, MN 55391

LIZA DONABAUER

Liza is a Management Consultant and specializes in Executive Search services. Like all DDA HR consultants, she has a background in public administration at both the city and county level, most recently in Kansas and Minnesota. Liza worked in Wright County providing administrative support to the Commissioners, Coordinator, and Human Resources Department. This path led her into city management for Clearwater, Kansas, and Arlington, Minnesota. Throughout the years, her work has centered on human resource management, strong community participation, and leadership development. Liza received her MBA with an emphasis in public administration from the College of St. Scholastica.

Since joining DDA, Liza has conducted over 60 Administrator/Manager, Department and Executive Director searches.

Organizations/Affiliations

- Liza enjoys working with colleagues throughout the state through her involvement in MCMA, a state affiliation of ICMA.
- MCMA Women in the Profession Committee
- MCMA Annual Conference Planning Committee
- MCMA Recognition and Membership Committee
- Secretary, Board of Directors, Minnesota Municipal Power Agency
- Publicity Committee for City Clerks & Municipal Finance Officers Association (KS)



Contact Information:

liza@daviddrown.com

612-920-3320 x111

P.O. Box 534

Waconia, MN 55387

GARY WEIERS

Prior to joining DDA in 2013, Gary had over 20 years of county government management experience, the last 11 years as County Administrator in Rice County. Prior to becoming Administrator, Gary served as the Social Service Department Director in Rice County and worked as a Social Service Supervisor in Mower County and Sherburne County. Gary received his bachelor's degree from the University of St. Thomas and has honed his skills by working his way up from an entry level social worker position to be the head of a \$50 million organization with over 350 employees.

Gary has worked with local governments ranging in size from a couple thousand residents to communities of over 150,000 persons.

In addition to conducting executive searches, Gary has done work with communities on sharing services, organizational analysis, strategic planning, and other management related work. Gary was instrumental in developing programs to assist new county administrators and presently mentors all new County Administrators. Additionally, he helped develop a Human Resource Technical Assistance Program that provides one-to-one consultation and access to a host of pertinent documents and policies to counties throughout Minnesota.

Gary has conducted over 95 executive searches and numerous organizational studies. Gary will assist with recruitment and consulting as needed.



Contact Information:

gary@daviddrown.com

612-920-3320 x109

1327 Merrywood Court

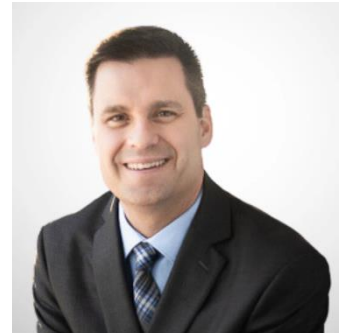
Faribault, MN 55021

BART FISCHER – CO-PROJECT LEAD

Bart joined DDA in 2023 as a Management Consultant that focuses on mentoring, organizational work, strategic planning, and executive search work. He has over 20 years of experience as a public sector leader/manager in local government organizations as well as most recently working as a consultant with public sector clients. Bart's recent consultant experience provided him the opportunity to establish connections and relationships in the public works and city engineer community, which will greatly benefit the City of Waconia in this search process.

Bart's experience has taken him from being the Assistant City Administrator in the Cities of Newport and Chaska, Minnesota, to being the City Administrator in the Cities of Falcon Heights and Oakdale, Minnesota. As a consultant, Bart fostered existing client relationships, supported business development, helped mentor staff, and managed strategic client pursuits and partnerships. He is a strategic leader known for relationship development and connecting people around common themes and goals. Bart obtained his Master's in Public Administration from Metropolitan State University in St Paul.

Bart will assist with recruitment and consulting as needed.



Contact Information:

bart@daviddrown.com

7383 Hyde Ave S

Cottage Grove, MN 55016

LIZ FOSTER

Since joining DDA in 2015, Liz has been involved in over 160 executive search processes and other human resource projects. As a Certified Professional Recruiter, Internet Recruiter, and Diversity and Inclusion Recruiter through AIRS®, Liz performs Recruitment Only search services for clients looking for assistance hiring those hard-to-fill positions.

In addition to recruitment, Liz provides support and assistance to the Management Consultants within the Human Resources Division. While assisting our Management Consultants, some of Liz's duties include community research, creating position profiles and advertisements, posting position openings, assembling interview materials for our clients, and providing other general administrative support to our Management Consultants.

Liz will provide administrative support for this project.

**Contact Information:**

liz@daviddrown.com

612-920-3320 x108

605 25th Ave NW

Austin, MN 55912

TIMELINE

This timeline is tentative. The final timeline will be set after the Council's decision to proceed.

**Dates highlighted require Council participation*

ITEM	TASK	COMPLETION DATE
Decision by Council to proceed		May 20, 2024
Information gathering	- Gather all pertinent background information - Gather salary information and review job description - Meet with staff, stakeholders, and Council	May 28, 2024
Professional position profile	Develop position profile and advertisement	June 10, 2024
Approve position profile	City approves profile, job description, salary range, and hiring process	June 17, 2024
Candidate recruitment	- Post position immediately upon approval of profile - Comprehensively advertise - Email and phone calls to prospective candidates	June 18, 2024- July 16, 2024
Screening of applicants	DDA will review and rank applicants based on job related criteria and select semifinalists	July 17, 2024
Personality Index	DDA will administer a work-related personality index to all semifinalists	July 28, 2024
Video interview	Each semifinalist will complete a video interview	July 28, 2024
Selection of finalists	- City selects finalists for interviews - DDA will notify candidates not selected as finalists	August 5, 2024
Background check of all finalists	Includes: - Criminal background: county, state, national - Sex offender registry - Social Security number verification - Education verification - Credit check - Does not include final law enforcement specific background check	August 19, 2024
Reference check on all finalists	DDA will conduct reference checks with current and former employers on all finalists	August 19, 2024
Intellect profile	DDA will administer an intellect profile measuring verbal reasoning, mathematical and logical reasoning, and overall mental aptitude.	August 19, 2024
Finalist packet	DDA will provide the Council information including: - Summary of references - Results of background checks - Personality index reports - Video interview - Resumes, etc.	August 20, 2024
Interviews	DDA will prepare all interview materials and be present at all interviews and other functions.	Special Meeting August 27, 2024
Decision	Council will select candidate for offer	August 27, 2024
Offer and agreement	DDA will negotiate agreement with selected candidate	August 30, 2024
Projected start date	New Police Chief begins	September 2024
Follow up	DDA will follow up periodically with the new Police Chief	September 2025

PROCESS DETAILS

STEP 1: INFORMATION GATHERING

DDA will gather and assemble background information pertaining to the organization and position. In addition, Pat will meet with the Council to discuss candidate attributes, experience, and other important qualifications. Others will be interviewed as per the direction of the organization. At the same time, the job description will be reviewed and, if needed, we will gather relevant comparative salary information for consideration by the Council. We will quickly develop a comprehensive understanding of the organization, community, and position.

Deliverables:

- In-person information gathering via interviews with the Council and others
- DDA receives information from the organization such as organizational chart, logos/images, budgets, existing job description, etc.

STEP 2: DEVELOPMENT OF POSITION PROFILE

Based on the information received from the Council and others, DDA will develop a professional position profile that is customized to present the City of Elk River in the most positive manner and provides prospective candidates with meaningful information. A draft will be presented to the Council for consideration and approval prior to advertising.

Deliverables:

- Draft profile sent to City for approval
- Review and approval of job description and salary range by City
- Review and approve proposed search timeline for purposes of advertisement and scheduling

STEP 3: ADVERTISEMENT AND RECRUITMENT

DDA will comprehensively advertise the position and make direct contact with possible candidates who are not active job seekers or traditional candidates. These efforts will include local, regional, and national outreach. In today's job market, it is important to reach candidates in ways that were not necessary even five years ago. Our efforts have resulted in 41% of candidates applying from outside of Minnesota. This means that 59% of candidates still are from within the state, so comprehensive strategies are needed.

Given the challenging job market as of recent, we have added advanced recruiting methodologies to our portfolio through LinkedIn's robust recruiter platform. LinkedIn has nearly 800 million members with over 52 million job seekers visiting LinkedIn Jobs every week. This platform offers us 100% visibility of all those members. The use of over 40 advanced recruiting filters, recommended matches, and up-to-date insights allow us to reach individuals that possess the desired backgrounds and/or experiences. It offers our job posts high visibility to both active and passive candidates across more than 50 million organizations and over 38,000 skills. At the same time, it allows us to personalize messages and connect with candidates in a career focused environment.

Local efforts (within Minnesota) will include:

- Direct outreach to candidates by all members of DDA search team
- League of Minnesota Cities
- Association of Minnesota Counties
- GovernmentJobs.com
- University of Minnesota

- Minnesota Private College Consortium- Augsburg University, Bethel University, Carleton College, College of Saint Benedict, The College of St. Scholastica, Concordia College, Gustavus Adolphus College, Hamline University, Saint John's University, Saint Mary's University, St. Catherine University, St. Olaf College, and the University of St. Thomas
- Minnesota State Colleges and Universities- Bemidji State University/Northwest Technical College, Metro State University, Minnesota State Universities of Moorhead & Mankato, Southwest Minnesota State University, St. Cloud State University, and Winona State University
- Minnesota City County Management Association
- Minnesota Board of Peace Officer Standards and Training
- Minnesota Chiefs of Police Association
- LinkedIn

Regional Outreach

- Direct outreach to candidates
- South Dakota Municipal League
- Iowa League of Cities
- League of Wisconsin Municipalities
- Over 20 universities outside of Minnesota throughout the upper Midwest
- University of Iowa
- University of Wisconsin
- University of South Dakota
- University of Nebraska
- LinkedIn

Nationwide Outreach

- Direct outreach to candidates
- National Association of County Administrators
- National League of Cities
- National Association of Counties
- International City/County Management Association
- Woman Leading Government (WLG)
- Network of Asian Public Administrators
- Industrial Asset Management Council (IAMC)
- International Association of Chiefs of Police
- LinkedIn

The simple DDA online application process will be used unless the organization prefers to use an existing methodology. Our online application system enables us to efficiently manage applicant flow, and corresponding reference information, and allows us to communicate with each applicant quickly and effectively.

We are known for our communication with both the applicant and our client which engages and informs both parties of each step. Additionally, our system also allows us to access, review, and evaluate thousands of prior applicants who may not be actively seeking a job but who may be open to the "right opportunity."

Deliverables:

- Advertising outreach begins with posting on identified websites and social media platforms
- Direct contact through established professional networks
- We utilize our database of identified prospective candidates to contact via email or phone call

STEP 4: INITIAL SCREENING AND REVIEW

DDA will complete a comprehensive analysis of every application received and determine approximately 10-12 semifinalists based on job related criteria to complete a video interview. Our clients have most notably been pleased with the video interview component of our process. Video interviews allow our clients to determine whether they see the candidate as a good prospect for a final interview and gain additional insight on the candidate's education, experience, personality, as well as their ability to think on their feet, all of which has been said to help lay the foundation for the final interview process. Access to, and viewing of, this information is as simple as clicking on a link from the individual client's laptop, phone, or smart device in a location and at a time that is convenient for them. Candidates are considered public once they are chosen as a finalist.

Each semifinalist would also complete an information disclosure and a work-related personality index. About one week prior to selecting finalists for interviews, the information disclosure, video interview, personality index, cover letter, and resume from each of the semifinalists will be made available to the City for viewing. This will allow the City ample time to comprehensively review candidates prior to determining who to bring in for the final interviews. Upon reviewing this introductory material, DDA will then assist the City in selecting its finalists for final interviews. After the City selects finalists, those not selected as finalists will be notified by DDA.

Deliverables:

- List of approximately 8-12 semifinalists with cover letter, resume, and video interview
- Results of personality assessment
- Results of information disclosure that provides insight about conduct that could be viewed as impacting one's ability to perform the requirements of this leadership role
- Confirm interview schedule and logistics
- DDA will contact those not selected

STEP 5: SELECTION

After the finalists are selected, DDA will complete comprehensive background screenings including criminal history, civil court history, verification of education, driver's license review, credit check, and other items. Along with background checking all finalists, DDA will conduct character references with current and former supervisors to discuss various work responsibilities, projects, initiatives, leadership style, personality characteristics, etc. Please note that the law enforcement specific background process will be needed on the selected candidate.

In addition, DDA will administer an intellectual profile measuring verbal reasoning, mathematical and logical reasoning, and overall mental aptitude.

Approximately one week prior to the final interview process, the Council will have access to each of the candidate's application materials, video interview, background check results, reference information, information disclosure, a work personality report, and an intellectual profile on each person.

Early in the search process, Pat will discuss interview possibilities including leadership staff participation or virtual and/or in-person options for community involvement through a meet and greet event or interview panel, stakeholder interviews, individual and/or full Council panel interviews, a community tour, lunch with organization leadership, or other functions.

Prior to interviews, Pat will prepare questions and then facilitate all interviews and other activities the Council determines appropriate. Our goal is to make the process smooth and painless so the Council can focus all its energy on finding the right person for the job and minimize staff disruptions to ensure the organization can focus on the tasks at hand.

Deliverables:

- List of 4-6 finalists, confirming interview schedule and logistics
- Leadership staff interview panel including summary of comments
- Video Interview
- Summary of References
- Results of background checks
- Personality Index
- Intellect Profile
- Information Disclosure
- Cover letter and resume

STEP 6: OFFER

After interviews are complete, Pat will assist the Council with deliberations, and he will facilitate the offer to the selected candidate. Pat will negotiate the terms with the candidate based on the parameters established by the Council.

Deliverables:

- Employment agreement
- DDA will contact those not selected

STEP 7: FOLLOW UP

DDA will make periodic contact with the new Police Chief for at least the first year of employment.

Deliverables:

- Periodic check in with new Police Chief and Council representative

LIST OF SEARCH CLIENTS FROM THE PAST TWO YEARS

In addition to the specific references listed on the following page, the City is encouraged to speak with any of the entities listed below:

CITIES

Benson- Manager
Breezy Point- Administrator/Clerk/Treasurer
Chatfield- Administrator
Corcoran- Administrator
Credit River- Administrator
Crystal- Manager
East Grand Forks- Administrator
Fairmont- Public Works Director
Faribault- Administrator
Hawley- Administrator
Lakeville- Finance Director
Maple Plain- Administrator
Mayer- Administrator
Melrose- Director of Electric Operations
Morris- Manager
Mound- Manager
New Hope- Manager
Newport- Administrator
North Mankato- Administrator
Nowthen- Administrator
Olivia- Finance Director
Pelican Rapids- Administrator
Red Wing- Human Resources Manager
Richmond- Administrator/Treasurer
Rochester- Finance Director
Spring Park- Administrator/Treasurer
Waconia- Public Services Director
Wadena- Administrator
Winsted- Administrator

OTHER ENTITIES

Albert Lea HRA- Executive Director
Arrowhead Library System- Executive Director
Dakota 911- Executive Director
Des Moines Valley Health and Human Services- Administrator
Middle Fork Crow River Watershed District- Executive Director
Mississippi Watershed Management Organization- Executive Director
Riley Purgatory Bluff Creek Watershed District- Administrator

DDA is currently conducting searches for the Cities of Forest Lake, Granite Falls, Inver Grove Heights, Maple Lake, and Waverly, Minnesota, the Counties of Anoka, Becker, Benton, Dakota, Mahnommen, and Steele, Minnesota, and Kandiyohi County Economic Development.

COUNTIES

Beltrami- Human Resources Director
Faribault- Assistant County Engineer
Hennepin- Chief Financial Officer, Chief Human Resources Officer
Roseau- County Engineer
Steele- Finance Director

FEES

The fee for the search process is \$27,000, payable at the completion of the search. This all-inclusive fee covers professional services and all expenses including travel, advertising, personality index, intellectual profile, background checks on all finalists, etc. This does not include the law enforcement specific background check.

If the City of Elk River chooses to offer a travel stipend or reimbursement for expenses of the candidates, that cost is handled directly between the organization and the candidates. DDA would be available to provide input and guidance on this item.

ASSURANCE

If the newly hired Police Chief leaves the organization within the first 24 months of employment, DDA will complete another search without professional service fees. Only actual expenses will be billed to the organization.

REFERENCES

Mike Dodge, Mayor
City of Mayer
City Administrator Recruitment
Phone Number: 952-215-2639

Jeff Pilon, Mayor
City of Nowthen
Phone Number: 763-639-9151

Brent Frazier, Mayor
City of Pelican Rapids
Phone Number: 218-850-3770

Sean Mork, Mayor
City of Hawley
City Administrator Recruitment and Organizational Study
Phone Number: 701-866-8262

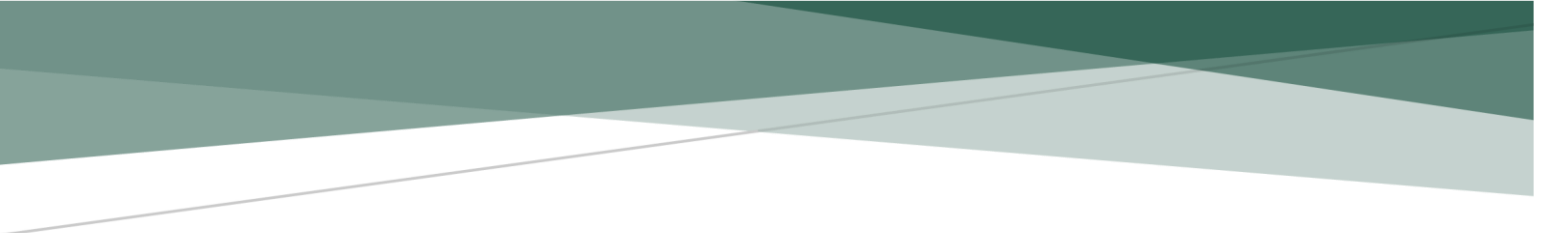
ACCEPTANCE

Your signature below indicates acceptance of the terms of the proposal stated herein.

Client Representative Name: _____

Client Representative Signature: _____

Date: _____



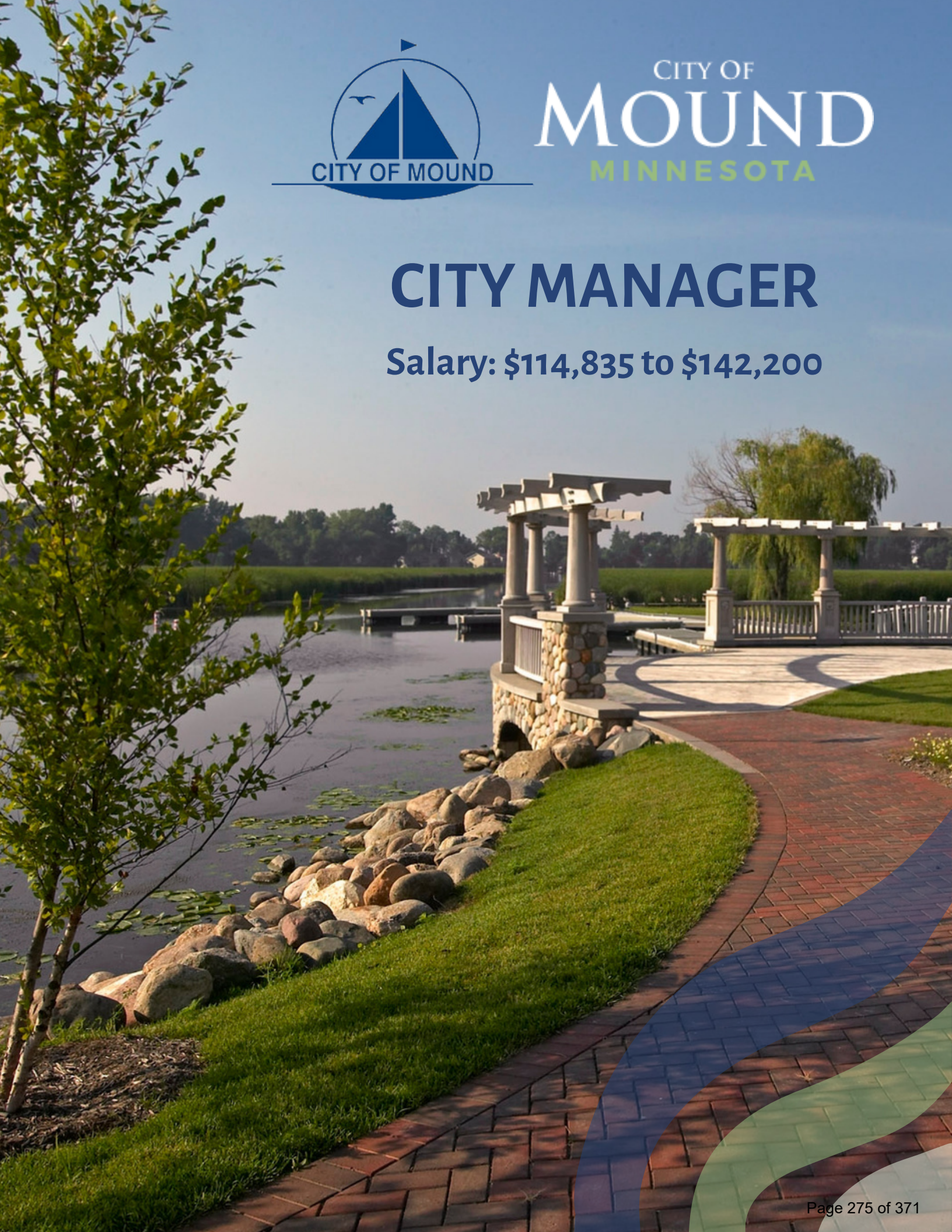
Sample Position Profile



CITY OF
MOUND
MINNESOTA

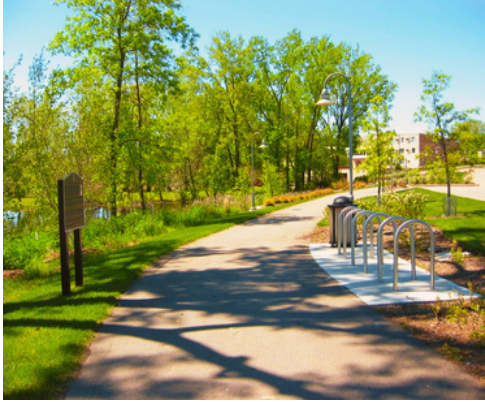
CITY MANAGER

Salary: \$114,835 to \$142,200



WELCOME TO MOUND, MINNESOTA!

Located on the western shores of Lake Minnetonka, Mound is a full-service community that recognizes and appreciates its unique setting. Its strong neighborhoods, quality schools, walkability and lake access make it a desirable place for residents of all ages. In the heart of the community, Downtown is easily accessible with places for people to live, shop, work and gather. Our commitment to preserving the natural environment ensures everyone can enjoy the community's four lakes and numerous wetlands, varied topography, open spaces, and parks.



The City of Mound, Minnesota, with a population of 9,052, sits on the western shores of magnificent Lake Minnetonka, approximately 20 miles west of Minneapolis. Neighboring Lake Minnetonka communities include Minnetrista, Shorewood, Spring Park, and Orono. Mound is physically separated by water from every community except Minnetrista, who also shares the largest border with Mound.

Lake Minnetonka and its many bays, Lake Langdon, Dutch Lake, and recently reclaimed Lost Lake are Mound's most defining natural resource features and have significantly influenced the community's development and street patterns. The Lake Minnetonka area has many cultural and historical resources that play an important role in the area's rich heritage.

Downtown Mound has numerous shops and businesses. Previous and ongoing projects in this focal point of the community have captured the charm of the early lake history in use of space and the design of downtown commercial and residential construction. Additionally, the restoration of Lost Lake Channel brings Lake Minnetonka to downtown and the Mound Greenway and Pier makes it possible to access downtown Mound by boat from Lake Minnetonka. Future public improvements in this area will create attractive gathering and event spaces for the many vibrant activities programmed and hosted by active community organizations essential to the character of our community.

Mound has positioned itself for a strong and sustainable future. In 2003, a total street reconstruction program was initiated that was substantially completed in 2019. In addition, significant investment in utility infrastructure has been made, increasing water quality and sewer capacity. Since 2015, the Metropolitan Council Environmental Services has invested over \$40M in projects that will benefit Mound residents for decades to come.

Mound's Harbor District redevelopment efforts have culminated with the approval of a 52-unit cooperative living development on 2.3 acres with the remaining spaces to be improved for public enjoyment.

An attractive place to call home, Mound residents enjoy the events and excitement of the Twin Cities metropolitan area while living in a quaint hometown atmosphere. With abundant lakeshore, trees, and parks, Mound's scenic beauty is unsurpassed. In 2012, Mound was named Minnesota's Best Place to Raise Your Kids by Bloomberg Businessweek.

RECREATIONAL ACTIVITIES



The community members of Mound care deeply about the city's park, open space, and recreation system. Mound's park, open space and recreation system consists of a wide variety of community parks, neighborhood parks, pocket parks, public beaches, special use parks, public shores, lake access points, open spaces, regional trails, and the Mound Docks & Commons areas. Due to the City's location on the western shores of Lake Minnetonka, Mound possesses a variety of natural resources ideal for parks and public open spaces.

Surfside Park is Mound's Community Park. It offers a boat launch, beach, playground, rentable pavilion, and picnic area. The City also has five neighborhood parks, 14 pocket parks, six public beaches and three special use parks that provide unique recreational opportunities for neighborhood and community residents.

The City enjoys access to two highly valued significant trail systems. The Dakota Rail Regional Trail is a 14.2-mile multiuse trail located in the former Dakota Rail railroad corridor constructed and managed by the Three Rivers Park District. From east to west, the trail links the cities of Wayzata, Orono, Minnetonka Beach, Spring Park, Mound, Minnetrista, and St. Bonifacius in western Hennepin County. West of Hennepin County, the trail currently extends another 12.5 miles into Carver County and is planned to extend an additional 31.5 miles through Carver and McLeod Counties, ending in Hutchinson.

The Luce Line State Trail is a 63-mile long former railroad grade that is popular for biking, hiking, horseback riding, mountain biking and snowmobiling. The crushed limestone trail runs from Plymouth 30 miles west to the McLeod/Carver County line, with a parallel trail for horseback riding.

Other popular spots include the farmer's market, state of the art skate park, nearby public and private golf courses, and community festivals.

EDUCATIONAL OPPORTUNITIES

The Westonka School District serves approximately 2,300 students in grades PreK-12 throughout the communities of Mound, Minnetrista, Orono, Navarre, Spring Park, Shorewood, Independence, and Lyndale.

- Early Learning Center (early childhood and preschool)
- Shirley Hills Primary School (grades PreK-4)
- Hilltop Primary School (grades 4-6)
- Grandview Middle School (GMS) (grades 5-7)
- Mound Westonka High School (MWHs) (grades 8-12)
- Westonka Transition Plus (ages 18-21)



Westonka has many attractive offerings, including smaller class sizes, individual attention, along with a wide variety of co-curricular opportunities and a full portfolio of honors and classes for all ages. Westonka has been recognized for excellence, including the following awards:

- SchoolDigger Top School Districts - Ranks 7th out of 446 Minnesota Districts and a 5-star overall rating
- Niche Best School Districts - Ranks 10th in Minnesota
- U.S. News & World Report Best Middle Schools - GMS currently ranks as the 5th Best Middle School in Minnesota
- U.S. News & World Report Best High Schools - MWHs currently ranks as the 17th Best High School in Minnesota
- Home of 2017 Minnesota Teacher of the Year Corey Bulman
- National Blue Ribbon Primary Schools - Both of Westonka's primary schools have been awarded
- AP District Honor Roll - Westonka was one of only 11 Minnesota districts named to the College Board's 2012 AP District Honor Roll for increasing access to AP Exams while also increasing the percentage of students earning scores of 3 or higher (usually the minimum to earn college credit)



THE ORGANIZATION



The City of Mound is a community legally established under the laws of Minnesota, specifically a Statutory Plan B City. It is governed by a Mayor who serves a two-year term and four Council Members who serve four-year terms. City Council Members serve at large.

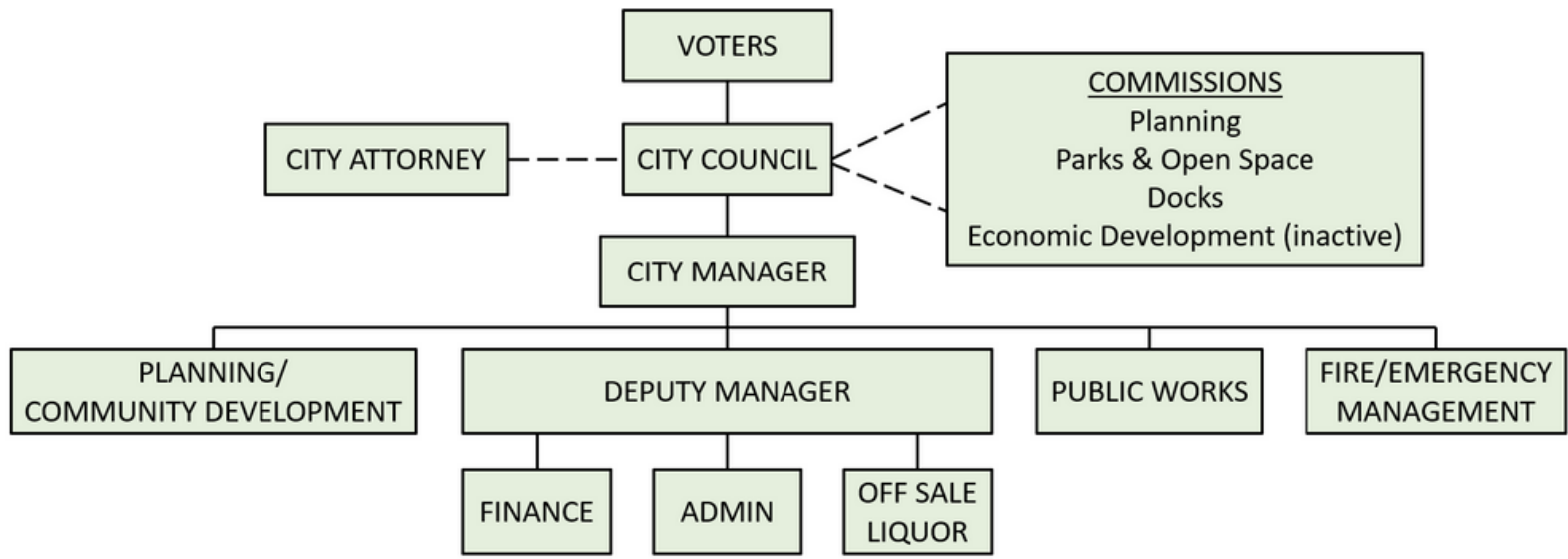
The Mayor and Council Members are responsible for approving operating and capital improvement budgets, employing a City Manager, establishing City regulations and ordinances, maintaining public facilities, and planning the City's future.

The City Manager is the chief administrative officer of the City under the direction of the City Council, and advises the Council in matters of general policy, personnel, budget and procedure. This position is responsible for the daily administration and coordination of all City affairs in accordance with City Code, ordinances, resolutions, and directives from the City Council, as well as administration of financial functions of the City. The City Manager directs all municipal operations including, but not limited to, coordination and facilitation of all City Council meetings. The City Manager is ultimately responsible for the day-to-day management of the City which includes oversight of Fire, Public Works, Finance, Administration, Community Development, and contracted Police Services.

The City provides its residents and businesses a full range of municipal services consisting of police, fire, public works, parks and general administrative services. The City also operated five enterprises in 2022: a liquor store, water utility, sewer utility, storm sewer utility, and a curb-side recycling service.

The City of Mound operates a very unique program - the Mound Docks and Commons Program. It is the largest municipally owned dock program in the state permitting over 600 boats annually on Lake Minnetonka. They dedicate the shorelines of Mound, just as parks are dedicated for public use, so that all Mound residents could enjoy the use of the Lake, not just those whose property faces (abuts) the lake. Currently, inland Mound residents have an opportunity to have access to Lake Minnetonka through the approximately 144 dock sites and 100 slip sites.

ORGANIZATIONAL STRUCTURE



BUDGET SUMMARY

All Governmental Funds	2022	2023
Expenditures		
General Government	\$ 1,285,852	1,321,667
Public Safety	3,524,224	3,774,230
Streets and Highways	868,567	965,478
Culture and Recreation	628,786	721,022
Total Current Expenditures	6,307,429	6,782,397
Debt Service – Principal	2,823,633	2,777,467
Interest and Fiscal Charges	440,721	364,924
Capital Outlay	169,952	900,486
Transfers to Other Funds	1,040,886	979,071
Total Expenditures and Other Financing Uses	10,782,621	11,804,345

CORE DUTIES OF THE POSITION

- The City Manager is the chief executive officer for the City Council, responsible for coordinating the administration of all City departments in developing and implementing programs, policies, and directives.
- Coordinates the activities of the Council, including setting meetings, preparation of agendas and attendance at regular meetings, special meetings, workshops, and official activities.
- Directly responsible to the Council for the enforcement of all ordinances, regulations, and policies of the local, state, and federal government which may apply within the boundaries of the City of Mound. Plans and carries out all capital improvement projects and service programs; serves as chief project and program director for the City.
- Advises the Council on matters of governmental and public policy which are pertinent to municipal operations; makes presentations, participates in discussions, and implements City Council decisions.
- Provides leadership and direction to all departments in the development of short- and long-range goals established by City staff and by the City Council.
- Ensures effective management of City's funds and assets, including effective investment of available funds, proper accounting practices for control of the financial assets, and provide long- and short-term financial planning. Identifies appropriate service levels to balance customer needs and wishes with budgetary limitations.
- Coordinates and directs department heads in the development, presentation, and administration of the annual operating and capital improvements budgets, and oversees the administration of all departments and divisions to plan and coordinate activities and follow-up to ensure the effective provision of services to the public.
- Authorizes purchases and expenditures; signs agreements, contracts, and related documents as representative of the City.
- Works with the City Attorney to give work direction, monitoring work, and coordinating work with departments needing legal assistance or advice. Stays current with legal and compliance issues and trends that may impact City operations directly or indirectly.



CORE DUTIES - CONT'D

- Ensures the development of an effective municipal organization; makes recommendations to the City Council regarding any changes to the organizational structure of the City and makes or recommends staffing or administrative changes to maintain the most efficient government.
- Cultures a management team that supports each other, that learns from each other, and deliberately share accountabilities for overall efficient and professional municipal management.
- Appoints, disciplines, promotes, demotes, and terminates those in the employ of the City, when in the best interest of the City, subject to procedures, statutes, regulations, and contractual agreements.
- Ensures performance evaluation of all regular full-time, regular part-time, and consulting personnel and oversees employee development.
- Ensures that customer complaints and public contacts are handled effectively.
- Negotiates contracts with unions, private individuals and organizations, surrounding municipalities, and other governmental units.
- Serves as spokesperson for the City in public settings or when communicating with the public media. Acts as the City's representative and serves as a liaison with other governmental agencies, citizens, and community groups. Participates in and supports civic organizations; ensures public relations with community groups.
- Serves as a liaison to the Board of Directors of the Spirit of the Lakes Festival, having necessary oversight of the City facilities, infrastructure, and staff in connection to the festival.
- Serves as Director of the Housing and Redevelopment Authority.
- Serves a principal role in guiding or executing communications which includes, but is not limited to, the City newsletter and the City web site and keeping key legislative contacts informed in a manner that advances the City's interests.
- Assures the safety and safety awareness of the employees within the employ of the City.
- Performs other duties that are consistent with the position and as may be assigned by the City Council.

DESIRED ATTRIBUTES

- A leader who prioritizes customer service, builds trust, and openly communicates with residents
- A manager that will develop and share the Council's vision and staff's role in achieving that vision
- A leader who exemplifies and promotes teamwork among staff, the Council, consultants, and residents
- Experience working strategically with elected officials to guide meetings, influence decisions, and advise the Council
- Strong communicator who is approachable, responsive, and keeps everybody informed
- Demonstrated financial skills in budgeting, short and long-range planning, and debt management
- Knowledgeable in all city services while seeking input from staff in their area of expertise
- Well networked manager that promotes the City, keeps legislators informed of needs, and seeks outside funding
- A project manager that can track multiple projects, remove hurdles, and achieve completion
- A manager who will support, develop, hold accountable, and build strong morale among staff
- Committed to do what is best for the community and willing to say no to outside pressures
- A creative and innovative leader committed to enhancing and beautifying the community
- Manager who will grow and stabilize the tax base through partnering with existing and new businesses and diversifying the City's revenue
- A confident leader who listens, is decisive, and skilled in assisting to resolve conflicts
- Proactive in working with the Council to address challenges, i.e. construction of water treatment facility, succession planning, and increased housing
- Organizational awareness to recommend changes in structure and staffing to improve the organization
- Somebody with practical knowledge and experience beyond what is learned from schooling
- Experience managing a small town and being resilient in the midst of resident criticism
- Knowledge of technology and the ability to make a convincing argument for it
- Ability to understand complex situations, propose solutions, and clearly present info to residents
- Management style that includes being out and about in town talking with residents



POSITION ANNOUNCEMENT

City: Mound, Minnesota

Position: City Manager

Salary: \$114,835 to \$142,200

Application Deadline: October 11, 2023

JOB SUMMARY

The City Manager is the chief executive officer for the City Council, responsible for coordinating the administration of all City departments in developing and implementing programs, policies, and directives.



MINIMUM QUALIFICATIONS

- Bachelor's degree in Public Administration, Business Administration, or closely related field
- Five-plus years of experience in municipal management in a city smaller than Mound or as an Assistant Manager in a larger city
- Experience in:
 - A supervisory capacity
 - Public relations matters and communications

DESIRED QUALIFICATIONS

- Master's degree in Public Administration, Business Administration, or related field
- Experience in:
 - Long-term strategic and capital planning
 - Dealing with the media
 - Labor issues and contract negotiations
 - Downtown development or redevelopment

APPLY

Visit <https://daviddrown.hiringplatform.com/180766-mound-city-manager/701689-application-form/en> and complete the application process by October 11, 2023. Finalists will be selected on October 30, 2023, and final interviews will be held on November 20 and 21, 2023.

Please direct questions to Pat Melvin at pat@daviddrown.com or 612-920-3320 x116.



DDA Human Resources, Inc.
Wayzata Office
3620 Northome Avenue
Wayzata, MN 55391

Phone: 612-920-3320 x116
Fax: 612-605-2375
pat@daviddrown.com
www.ddahumanresources.com



BARRINGTON HILLS, ILLINOIS CHIEF OF POLICE



GovHR USA
GovTEMPS USA



MGT

VILLAGE OF BARRINGTON HILLS, ILLINOIS

CHIEF OF POLICE

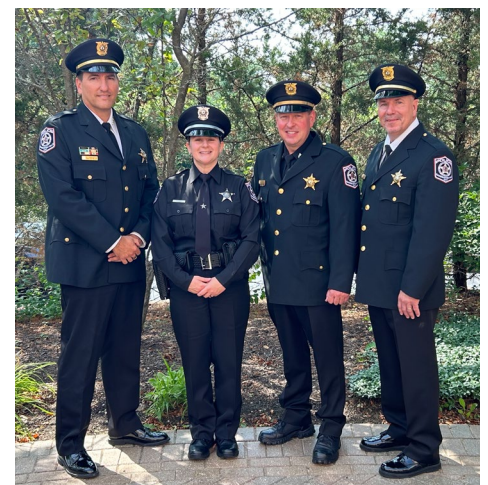


THE POSITION IN BRIEF

The Chief of Police is Barrington Hills duly sworn law enforcement executive in charge of overseeing the Village's police department. The Chief works closely with the President, Trustees, Director of Administration, and other community stakeholders to ensure that state laws and local ordinances are enforced in the pursuit of public peace and safety. The Chief manages a workforce of 22 personnel, which includes civilian personnel, and a budget of approximately \$3,240,340. The current Police Chief served the Village for 25+ years, the last five as Chief, and is retiring in July 2024.

The CALEA accredited police department has 16 sworn officers, including the Chief, and four Sergeants, one part-time Officer, four full-time civilian positions, and one part-time civilian position. Police officers are organized into one bargaining unit represented by the Metropolitan Alliance of Police. The Department responded to 55 Group "A" Crimes in 2023, the largest number of which were property related. Dispatch services are provided by QuadCom 911, a regional public safety answering point.

The Chief of Police is appointed by the Village President with the approval of the Board of Trustees, and reports to the Village President. The next Chief will be successful by supporting the Village's ongoing public safety mission to provide vision, stewardship, and valued services, above and beyond the norm while fostering a vibrant community culture to preserve and protect our residents' quality of life.



THE COMMUNITY

Barrington Hills, with a population of 4,114 (2020 census) is located 40 miles Northwest of Chicago, Illinois situated on 30 square miles of open lands. The Village's quiet and harmonious atmosphere is showcased by its active residents who enjoy abundant large lots, farms, barns, trails and quiet anonymity. Barrington Hills is a peaceful oasis with primarily residential properties, an excellent school system, and easy access to surrounding areas and Chicago via I-90 and the Metra. The community is known for the property freedoms residents enjoy as well as an abundance of outdoor activities including equestrian pursuits.

COMMUNITY HISTORY AND BACKGROUND

The Barrington area was first settled in the 1830s as a farming community, with the Village of Barrington incorporating in 1865.

With gently rolling hills, many covered in towering oak trees, natural kettle moraine lakes and ponds, open spaces, the Barrington area in the late nineteenth and early twentieth centuries attracted affluent Chicago families looking for a summer retreat from the crowded city, yet within a day's journey by horse and buggy, and later by automobile or train.

These new residents purchased farms and built their estates, continuing to operate "gentlemen farms" with farm managers to run them. With the completion of the Chicago and Northwestern Railway, the travel time from Chicago enabled these residents to live in the Barrington Countryside and work in Chicago. In 1921, a group of these prominent Chicago businessmen purchased the 220 acres for the Barrington Hills Country Club and the nucleus of what was to become the Village of Barrington Hills was born.

As more families moved to the Barrington Countryside, the Country Club, the Riding Club of Barrington Hills, and the Fox River Valley Hunt became the social networks for their rural community with shopping close by in the Village of Barrington.

In the prosperous mid-1950's, as post-war economic development blossomed, and the new network of roads and commuter railroads made the suburbs accessible to many more Americans anxious to move from the cities, large-scale housing developments began to sprout up on what had been rural farmland. When developers

purchased several thousand acres south of the Barrington area in Bartlett, and then in nearby Carpentersville for hundreds of homes on quarter acre lots, farsighted Barrington Hills residents realized that if the Barrington Countryside was to remain a rural oasis in a sprawling urbanization movement, and retain its five (5) acre minimum zoning, that incorporating as a Village was the only way to preserve this "special way of life" that had been the core of the Countryside since its inception more than 50 years earlier.

Andrew Dallstream, a prominent Chicago attorney, and president of the Cook County Zoning Board organized a group of Barrington residents to persuade their friends and neighbors to sign petitions to incorporate as the Village of Barrington Hills. After many months of effort, the Village of Barrington Hills was incorporated on July 5, 1957.

The Village has over 5,000 acres of Forest Preserve within its borders. The Riding Club of Barrington Hills, founded in 1937, has maintained a private trail system throughout the Village with the generosity of landowners who allow members to ride horses across their property.

In today's busy, often impersonal world, Barrington Hills is an oasis of another time, another way of life, where residents not only know each other, but join together to enjoy their interests and hobbies, and participate in the village-wide events like the annual Independence Day Run, the Barrington Hills Fall Festival in September, or those pertaining to conservation, equestrian, education, the country club or the many casual neighbor get-togethers.

MARQUE COMMUNITY EVENT

Barrington Hills hosts an all-day annual Fall Festival. The event is family friendly, includes live music, food, and attracts many residents.

COMMUNITY RECOGNITION

Barrington Hills is recognized as Bee City USA.

RECREATION HIGHLIGHTS

There are five park districts in the Barrington Area, one public golf course, 5 private. The Barrington Hills Park District, a separate taxing body, maintains an equestrian riding facility and tennis courts. Barrington Park District offers recreational areas, swimming pools, tennis courts, soccer and baseball fields, and picnic and play areas, as well as a multitude of programs.

COMMUNITY DEMOGRAPHICS

Population: approximately 4,114 (2020 Census)

Median Age: 48.5 (2022 ACS)

Households: 1,462 (2022 ACS)

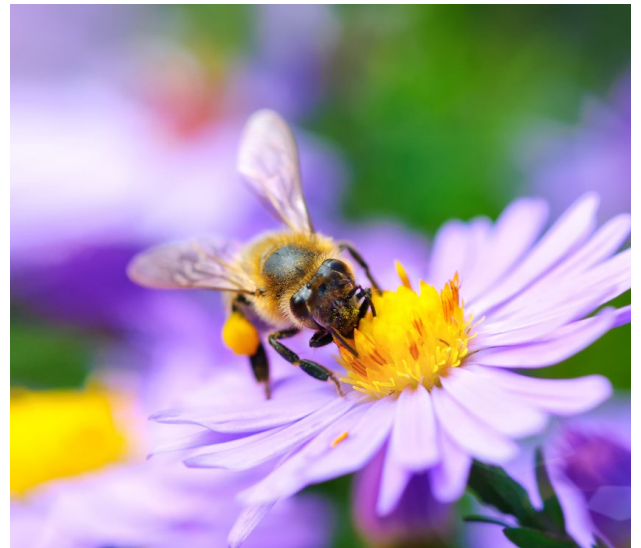
Median Household Income: \$185,278 (2022 ACS)

Average Home Value: \$808,800 (Zillow)

Race: White 83%, Black or African American 1%, American Indian, or Alaska Native 0.2%, Asian 8.5%, Native Hawaiian or Other Pacific Islander 0. Some Other Race .9%, Two or More Races 6.4%, Hispanic or Latino (of any race) 0% (2022 Census).

LOCATION

The Village of Barrington Hills, approximately 30 square miles, is located 40 miles Northwest of Chicago and is approximately 17 miles from Interstate 90.



PROXIMITY TO AIRPORTS

O'Hare International Airport: 25 miles

Midway International Airport: 46 miles

Chicago Rockford International Airport: 54 miles

BUSINESS AND INDUSTRY STATISTICS

While Barrington Hills has very limited commercial businesses within the Village limits, many businesses/industries are in the immediate vicinity (2013 Census).

- Barrington - 4,372 businesses
- Lake Barrington - 806 businesses
- South Barrington - 653 businesses
- North Barrington - 338 businesses
- Port Barrington - 92 businesses
- Inverness - 617 businesses
- Tower Lakes - 92 businesses
- Long Grove - 924 businesses
- Kildeer - 359 businesses
- Deer Park - 420 businesses

AREA EDUCATION

Many Barrington Hills residents attend schools in District 220. The Barrington 220 district services students from a 72-square mile area, covering four counties and 12 villages. It features one early-learning center, eight elementary schools, two middle schools and one high school, all achieving high accolades.

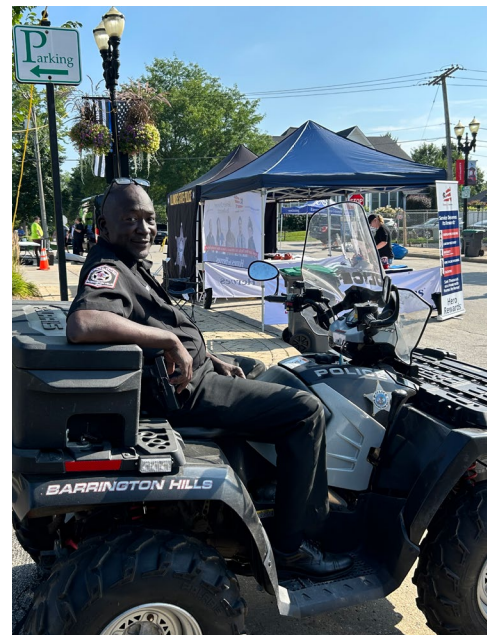
Residents also attend schools in Community Unit District 300. The district is the 6th largest school district in the State. The district is headquartered in Carpentersville and stretches into 14 other communities across 118 square miles, such as the East and West Dundee, Gilberts, Pingree Grove, Sleepy Hollow and a part of Barrington Hills. D300 features 27 schools including a charter school. At nearly 21,000 students in preschool through 12th grade, D300 is the sixth largest school district in the State of Illinois. In addition, some residents also attend nearby private schools.

CITY GOVERNMENT

Village and Government Staff: The Village of Barrington Hills is structured under a Trustee-Village form of government with a full-time Director of Administration. The Board of Trustees consists of six trustees and one president elected at-large.

Departments: In addition to the Police Department, the village has full-time Administration staff and contracts Public Works and other services.

The Village of Barrington Hills is served by five fire districts providing fire and emergency medical services for the residents of Barrington Hills. The districts include Barrington Countryside Fire Protection District, Carpentersville and Countryside Fire Protection District, Fox River Grove Fire Protection District, East Dundee Fire Protection District, and Algonquin-Lake in the Hills Fire Protection District.



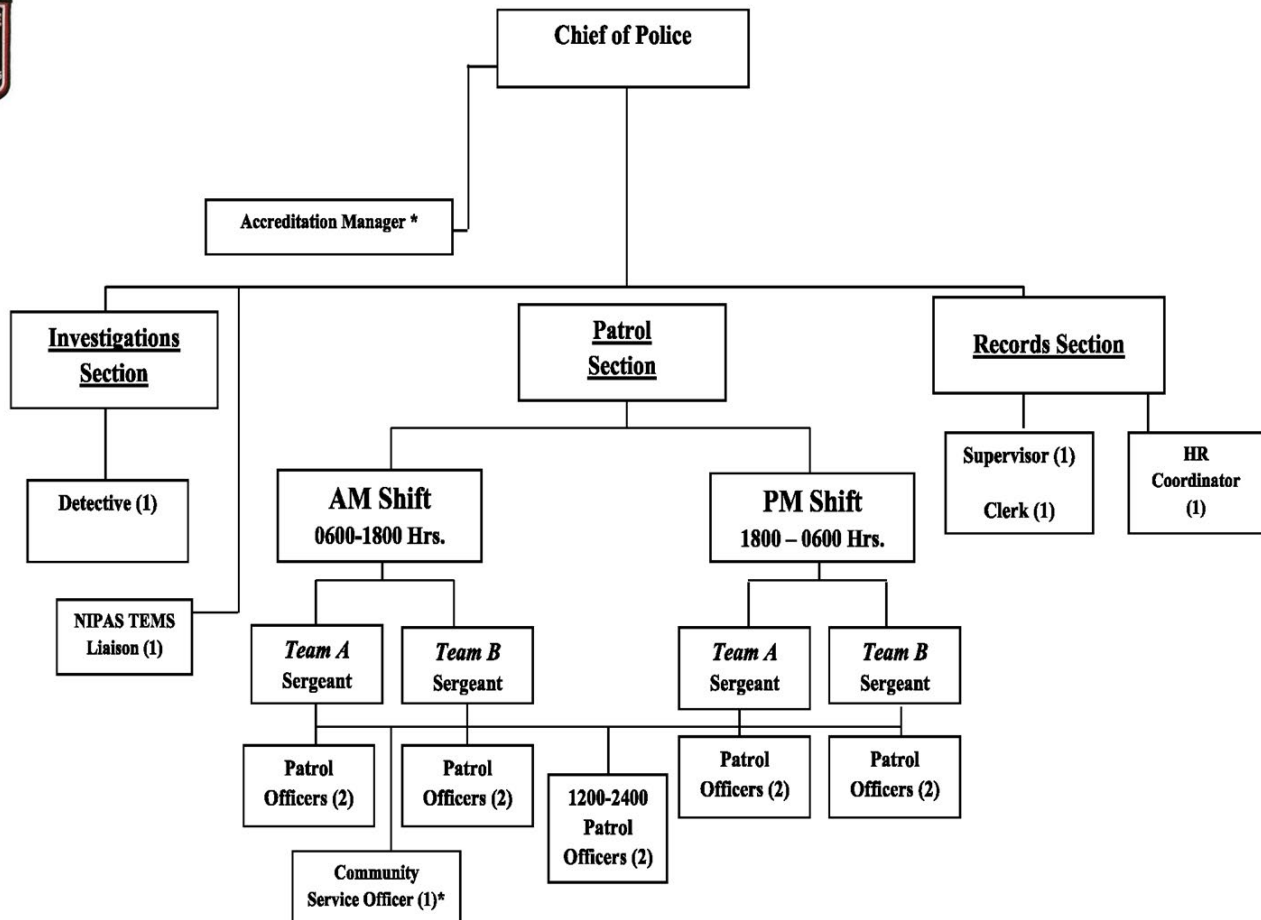
THE POLICE DEPARTMENT

The Barrington Hills Police Department is responsible for providing 24-hour police services and protection in the Village of Barrington Hills. The authorized staff of the department is 16 full-time police officers, one part-time officer, four full-time civilian support staff members and one part-time support staff member. Dispatch services are provided by QuadCom 911, a regional public safety answering point. The department participates in multiple multi-regional mutual aid organizations including NIPAS (Northern Illinois Police Alarm System).

The police department believes strongly in professional policing, which is reflected in its organizational structure and enforcement philosophy. Department members believe in the critical importance of partnering with the community to identify and solve problems to maintain and enhance the quality of life in Barrington Hills. The department consists of three different sections: patrol, investigations, and records.



Barrington Hills Police Department Organizational Chart



Department Members:

16 Authorized Full-Time Sworn
 1 Reserve (Part-Time) Sworn
 4 Authorized Full-Time Civilian
 1 Authorized Part-Time Civilian

Patrol Shifts:

AM Shift: 0600 - 1800
 PM Shift: 1800 - 0600
 Power Shift 1200 - 2400

Barrington Hills Police Department NIBRS Group A Offense Data – 2023

Offense	Reported in 2023	Reported in 2022	Percent Change	Offenses Cleared	Percent Cleared	Percent Of Category	Rate Per 100,000*
Murder	0	0	NA	0	0.00%	0.00%	0.00
Negligent Manslaughter	0	0	NA	0	0.00%	0.00%	0.00
Justifiable Homicide	0	0	NA	0	0.00%	0.00%	0.00
Non-consensual Sex Offenses:							
Rape	0	1	-100.00%	0	0.00%	0.00%	0.00
Sodomy	0	0	NA	0	0.00%	0.00%	0.00
Sexual Assault with Object	0	0	NA	0	0.00%	0.00%	0.00
Fondling	0	0	NA	0	0.00%	0.00%	0.00
Aggravated Assault	2	1	100.00%	2	100.00%	20.00%	47.56
Simple Assault	4	9	-55.56%	4	100.00%	40.00%	95.12
Intimidation	4	2	100.00%	2	50.00%	40.00%	95.12
Kidnapping/Abduction	0	0	NA	0	0.00%	0.00%	0.00
Consensual Sex Offenses:							
Incest	0	0	NA	0	0.00%	0.00%	0.00
Statutory Rape	0	0	NA	0	0.00%	0.00%	0.00
Human Trafficking, Commercial Sex Acts	0	0	NA	0	0.00%	0.00%	0.00
Human Trafficking, Involuntary Servitude	0	0	NA	0	0.00%	0.00%	0.00
Crimes Against Persons Total	10	13	-23.08%	8	80%	18.18%	237.81
Robbery	0	0	NA	0	0.00%	0.00%	0.00
Burglary/Breaking & Entering	2	5	-60.00%	0	0.00%	4.65%	47.56
Larceny/Theft Offenses	12	19	-36.84%	1	8.33%	27.91%	285.37
Motor Vehicle Theft	1	5	-80.00%	1	100.00%	2.33%	23.78
Arson	0	0	NA	0	0.00%	0.00%	0.00
Destruction Of Property	12	5	140.00%	0	0.00%	27.91%	285.37
Counterfeiting/Forgery	0	0	NA	0	0.00%	0.00%	0.00
Fraud Offense	15	26	-42.31%	0	0.00%	34.88%	356.72
Embezzlement	0	0	NA	0	0.00%	0.00%	0.00
Extortion/Blackmail	1	0	NA	0	0.00%	2.33%	23.78
Bribery	0	0	NA	0	0.00%	0.00%	0.00
Stolen Property Offenses	0	0	NA	0	0.00%	0.00%	0.00
Crimes Against Property Total	43	60	-28.33%	2	4.65%	78.18%	1022.59
Drug/Narcotic Violations	1	1	0.00%	1	100.00%	50.00%	23.78
Drug Equipment Violations	0	0	NA	0	0.00%	0.00%	0.00
Gambling Offenses	0	0	NA	0	0.00%	0.00%	0.00
Pornography/Obscene Material	0	0	NA	0	0.00%	0.00%	0.00
Prostitution	0	0	NA	0	0.00%	0.00%	0.00
Weapons Law Violation	1	0	NA	1	100.00%	50.00%	23.78
Animal Cruelty	0	0	NA	0	0.00%	0.00%	0.00
Crimes Against Society Total	2	1	100%	2	100%	3.64%	47.56
Total Group "A" Offenses	55	74	-25.68%	12	21.82%	100%	1307.97

CHALLENGES, OPPORTUNITIES AND EXPECTATIONS

The new Chief of Police will need to be a person with demonstrated leadership and outstanding communication skills. The Chief should honor and respect community history and expectations; however, the Chief of Police must be a visionary who focuses on tomorrow rather than the past.

The Chief of Police must lead by example, showing respect for everyone regardless of socio-economic status, race, creed, gender, or sexual orientation.

The next Barrington Hills Chief of Police will have an approachable and available management style encouraging effective communications among the staff of the police department, other municipal employees, and the community at large. The Chief will regularly demonstrate active listening skills, will seek information and input, and welcome and encourage diversity.

The Chief will have an excellent reputation and demonstrate a high level of personal and professional honesty and integrity.

The Chief will be a strategic thinker, anticipating issues or trends and will be open to new approaches and technologies while understanding the needs of the Village of Barrington Hills as a whole and the region's public safety community. The Chief will have experience with a commitment to collaborating with other law enforcement agencies and mutual aid groups, including fire personnel.

Successful candidates will have a history of collaboration, cooperation, relationship building and teamwork. They will have a proven history of practicing the principles of 21st Century Community Policing and building community problem solving partnerships. They will be committed to training, professional development and community engagement.

The next Chief will be a person who values employees' physical and mental health and overall wellness.

The Department was recently reaccredited through CALEA (Commission on Police Accreditation for Law Enforcement Agencies). Not only a source of pride, but accreditation also signals a significant effort to ensure contemporary policing and community-accountability standards are in place and honored. Successful candidates should be very familiar with professional best practices. Experience with police accreditation is desirable.

The next Chief of Police should also possess the willingness to challenge the status quo and make changes if needed.

The ideal candidate should demonstrate leadership skills worthy to be emulated by the members of the Barrington Hills Police Department.

2023 QUICK FACTS

Calls for Service: 3,425

Felony Adult Arrests: 7

Felony Juvenile Arrests: 0

Misdemeanor Adult Arrests: 98

Misdemeanor Juvenile Arrests: 0

Total Arrests: 105

Police Budget (FY 2024): \$3,240,340



DESIRABLE CHARACTERISTICS

The Village is seeking an adaptable law enforcement professional with an ability to provide a contemporary approach to policing. The ideal candidate will have an inclusive managerial style, as well as clear, concise, and open communication skills.

The successful candidate will be/have:

- Adept at combining a hands-on management style with authentic leadership, and an ability to work with a variety of stakeholders.
- Able to thoughtfully represent the interests of the department and the Village, with a high level of community engagement.
- Demonstrate an inclusive leadership and management style.
- Open and available to Police Department staff and Village employees by using an effective communicating philosophy, seeking input, and welcoming differing perspectives.
- Committed to continued training, professional development, and community engagement.
- Demonstrated experience building successful partnerships with community stakeholders.
- Proven history of practicing the principles of 21st Century Community Policing and building community problem solving partnerships.
- Demonstrated experience receiving positive outcomes applying problem solving approaches within the community.
- Knowledge and experience with media relations, including experience and support of the use of social media as an opportunity to engage Police Department stakeholders and promote the mission and goals of the Department.
- History of intergovernmental cooperation and relationship building.
- Experience interacting and collaborating with other law enforcement agencies and mutual aid groups.
- Very familiar with professional best practices. Experience with police accreditation is desirable.
- Sufficient experience to review organizational structure, staffing, and personnel assignments and make changes when appropriate to ensure departmental capability to carry out its mission and responsibilities.
- Experience in addressing internal organizational and personnel issues present in most police agencies as well as having demonstrated ability in addressing these problems in a positive, professional, timely and impartial manner.
- Strategic thinker, anticipating issues or trends and must be open to new approaches and technologies.
- Well-developed financial management skills, knowledge of capital planning and organizational management and a clear understanding of resource and budgetary limitations while avoiding micromanagement.
- Be knowledgeable of law enforcement accreditation standards.
- Experience in labor/management interactions and succession planning, and a commitment to continued professional development of all members of the Police Department.
- Excellent writing and public speaking skills and the ability to adjust one's approach based upon the audience.
- Excellent reputation and a high level of honesty and integrity.

EDUCATION, TRAINING AND EXPERIENCE

Candidates should also have an equivalent combination of education, training and experience which provides the required knowledge, skills, and abilities, as outlined below:

- 15 years of service in law enforcement, including five years of supervisory and/or administrative service experience in a full-time, paid police department.
- A bachelor's degree is required; criminal justice or a related field ideal. A master's degree is preferred.
- Leadership training such as the F.B.I. National Academy, Northwestern University's School of Police Staff and Command, Police Executive Research Forum Senior Management Institute For Police, Leadership In Police Organizations, or similar programs is required.
- Successful candidates will possess or be able to obtain a valid Illinois driver's license. They will be certified by the Illinois Law Enforcement Training and Standards Board or be eligible for such certification.

COMPENSATION, BENEFITS AND THE ORGANIZATION'S CULTURE

The starting salary range is \$150,000. The Village of Barrington Hills also offers an attractive benefits package and a pension.

The organization prides itself on its commitment to customer service and teamwork. Staff have a lot of daily interaction with one another and report strong interdepartmental relations. The Village's organization strives to be a workplace of choice, and Village staff possesses a high-output work ethic.

The President and Board of Trustees possess a strong respect for Village staff's work. Among themselves, elected officials are collegial and respectful of differing perspectives and points of view.

Barrington Hills is an Equal Opportunity Employer. The Chief is nominated by the Village's President and approved by the Board of Trustees. The organization seeks to attract the most talented people from a diverse candidate pool, and strongly encourages all qualified candidates including women, people of color, LGBTQ+ individuals, people with disabilities, and veterans to apply.

HOW TO APPLY

Candidates should apply by May 8, 2024 with resume, cover letter and contact information for five work-related references to www.GovHRjobs.com to the attention of Marc Hornstein, and Jon Fehlman at GovHR USA, 630 Dundee Road, #225, Northbrook, IL 60062. Tel: 847-380-3240.



Proposal

MAY 15, 2024



Police Chief Recruitment Services

City of Elk River,
Minnesota

Submitted by:

MICHELE MORAWSKI

ASSISTANT DIRECTOR, CLIENT SERVICES

630 DUNDEE ROAD, SUITE 225

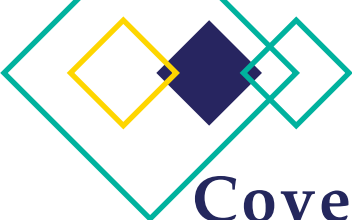
NORTHBROOK, IL 60062

224.415.3791

mmorawski@govhrusa.com

Table of Contents

COVER LETTER	1
FIRM PROFILE	2
PERFORMANCE SOLUTIONS	3
WHY CHOOSE MGT/GOVHR?.....	5
OUR TEAM.....	6
PROJECT APPROACH & METHODOLOGY.....	7
PROJECT UNDERSTANDING	7
PROPOSED WORK PLAN.....	7
PROJECT TIMELINE	11
COMMITMENT TO DIVERSITY, EQUITY, & INCLUSION IN RECRUITMENTS	11
COST PROPOSAL.....	13
FULL SCOPE RECRUITMENT	13
OUR GUARANTEE – FULL SCOPE RECRUITMENT	14
OPTIONAL ASSESSMENT CENTER.....	14
OPTIONAL SERVICES.....	15
APPENDIX A. CONSULTANT BIOGRAPHY.....	16
APPENDIX B. CLIENT LIST	18



Cover Letter



May 15, 2024

Calvin P. Portner, City Administrator
13065 Orono Parkway
Elk River, MN 55330
cportner@elkrivernm.gov

Dear Mr. Portner,

Thank you for the opportunity to provide you with a proposal for the Police Chief recruitment and selection process for the City of Elk River, Minnesota (City). Our proposal provides the City with firm qualifications, key experience, a detailed work plan and timeline, and associated fees to provide services that exceed expectations. We provide a tailored, personal approach to executive recruitment and selection, and can adapt to your specific requirements for the position.

We have some very exciting news to share. GovHR USA (GovHR) has recently been acquired by MGT of America Consulting, LLC (MGT). MGT is a nationally respected leader in public sector management consulting and technology services with a long track record in support of state, local, and education clients. GovHR and MGT are joining forces to take the next step in offering integrated solutions that can accelerate our most important shared goal: dramatically improving lives by *advancing and lifting up the communities we serve*.

Our consultants have worked in all areas of local government leadership including city/county management, human resources, public safety, finance, public works, parks and recreation, and utilities. This combined hands-on knowledge and experience has made MGT and GovHR proven leaders in public sector consulting.

MGT CONTACT INFORMATION

MGT HEADQUARTERS	MGT of America Consulting, LLC 4320 West Kennedy Boulevard Tampa, Florida 33609 P: 813.327.4717 www.mgtconsulting.com FEIN: 81-0890071
PROPOSAL CONTACT	Michele Morawski, Assistant Director, Client Services 630 Dundee Road, Suite 225 Northbrook, Illinois 60062 224.415.3791 mmorawski@govhrusa.com

Thank you for the opportunity to submit a proposal to City of Elk River, Minnesota. Should you have questions on any aspect of this proposal, please contact **Michele Morawski** at **224.415.3791** or mmorawski@govhrusa.com.

Regards,

Patrick J. Dyer, Vice President, *Authorized to bind the firm*



Firm Profile

We impact the communities we serve – for good.

MGT began operations in 1974 as a public sector research firm. Since then, we have significantly expanded our consulting capabilities and client offerings. Today, we are a national consulting firm specializing in ***assisting clients to operate more efficiently and effectively.***

MGT has acquired a keen understanding of the structures, operations, and issues facing public entities. This understanding comes from **nearly 50 years** of experience providing innovative yet practical solutions to public sector clients. We provide objective, creative, expert services in the areas of human capital, finance, technology, programming, and planning. We draw on the expertise of our highly qualified staff, most of whom have prior careers at city-, county-, and state-level government offices. This insider's knowledge of government operations and structure gives MGT a competitive advantage and an ability to hit the ground running from the very start of a project.

MGT has successfully worked with clients on **more than 30,000 projects** to help them adapt to change while maintaining the vision and direction towards their short- and long-term goals. With the recent combination of GovHR, our firm includes **more than 600 professionals and administrative staff** to support our clients' success.

Our Commitment

MGT embraces the most complex challenges with deep commitment, agility, and local expertise to make a measurable and profound social impact. Simply stated, our promise is:

We improve lives by advancing and lifting up your community.

This purpose reflects the company's strong social conscience and service ethic that forms the core of the MGT "Why." MGT models this philosophy by systematically seeking out the highest-impact projects and relationships, encouraging community involvement, and investing in a collaborative and rewarding world-class work environment for employees.

Part of our success is based upon our ***promise to be flexible and responsive.*** We are acutely aware of the political, economic, social, and technological factors that impact today's public sector clients. MGT is structured into several primary consulting divisions to support these needs. **We are pleased to have the Government Consulting Experts within the MGT Performance Solutions Group responsible for leading the completion of this project.**



MGT FIRM AT A
GLANCE

Name: MGT of America Consulting, LLC (MGT)

Founded: 1974

Locations: Headquarters in Tampa, Florida; branch offices nationwide

Staff: 600+ consultants across the country

Structure: Privately held and client-driven

Cooperative Contracts:

Allied States Cooperative (ASC) #23-7449
The Interlocal Purchasing System (TIPS)
#220601

Lines of Business: Government Consulting; Education and Financial Solutions; Diversity and Inclusion; Human Capital; Cybersecurity and Technology

Performance Solutions

The MGT Performance Solutions team has an impressive track record of providing **customized solutions, objective research, creative recommendations, and quality products** that respond to each client's unique needs and time requirements. GovHR is now a part of MGT's Performance Solutions Team.

GovHR USA

GovHR was originally formed as Voorhees Associates in 2009, changed its name to GovHR USA in 2013, and joined MGT (**the nation's leading social impact firm**) in 2023. GovHR provides public management consulting services to local government clients and other public-sector entities across the country. GovHR offers customized executive recruitment services, management studies, and consulting projects for local government and organizations who work with local government. Additionally, GovHR's GovTempsUSA division provides interim staffing solutions to keep operations moving during the recruitment process.

GovHR's consultants are experienced executive recruiters who have conducted **over 1,250 recruitments** working with cities, counties, special districts, and other governmental entities of all sizes throughout the country. They have held leadership positions within local government, giving them an understanding of the complexities and challenges facing today's public sector leaders.

GOVHR'S LEADERSHIP



Heidi Voorhees

(847) 380-3240

HVoorhees@GovHRusa.com

Ms. Voorhees has conducted more than 400 recruitments in her management consulting career, with many of her clients being repeat clients, attesting to the high quality of work performed for them. In addition to her 22 years of executive recruitment and management consulting experience, Ms. Voorhees has 19 years of local government leadership and management service, including ten years as Village Manager for the Village of Wilmette, Illinois.



Joellen Cademartori

(847) 380-3238

JCademartori@GovHRusa.com

Ms. Cademartori is a seasoned manager, with expertise in public sector human resources management. She has held positions from Human Resources Director and Administrative Services Director to Assistant Town Manager and Assistant County Manager. Ms. Cademartori has worked in forms of government ranging from Open Town Meeting to Council-Manager and has supervised all municipal and county departments ranging from Public Safety and Public Works to Mental Health and Social Services.

The Social Impact of MGT's Work

*Impacting
Communities.
For Good.*



Defined by Our Impact

We understand the goals of the City of Elk River, Minnesota and how this search process will ensure a diverse pool of highly qualified candidates for the City.

The MGT team empowers organizations to enhance their teams through innovations in people, processes, and technology to *lift and strengthen their human resources solutions.*

MGT's Primary Consulting Divisions

Our firm includes **more than 600 professionals and administrative staff** to support our clients' success. MGT is structured into the following primary consulting divisions, along with various internal infrastructure groups to support our operations and growth.



Performance Solutions

Our Performance Solutions team provides world-class financial, human capital and equity solutions which enable clients to fully realize the potential of their most valuable resources. Our team excels at fiscal management and operational efficiency assessments that help clients make data-driven decisions, anticipate workforce issues, and integrate technologies to empower our clients to generate critical income and elevate enterprise performance objectives.



Education Solutions

Our Education Solutions originate in our commitment to ensuring that every student has access to a high-quality education as they discover and realize their profound potential.

From pre-K-12 to higher education, we partner with schools, districts, state agencies and colleges and universities to deliver performance improvement and innovation and transformation planning and implementation.



Technology Solutions

Our Technology Solutions business supports state, local, education and private companies as they seek to improve and protect their network infrastructure and data for greater resiliency. We offer world-class IT infrastructure management, cyber security and strategic IT professional staffing. Our deep engineering expertise is foundational to all MGT's technology solutions.

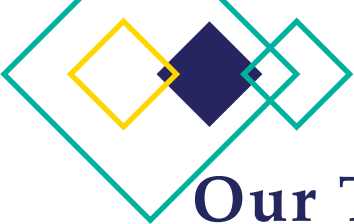
Why Choose MGT/GovHR?

- ✓ **Unparalleled Expertise and Level of Service.** With executive recruitment experience in 44 states, and in communities ranging in population from 1,000 to 3,000,000, we are a leader in the field of local government recruitment and selection. More than 40% of our clients are repeat clients, and 94% of surveys show our overall performance rating as **Outstanding** – indicating a plan to use our services and/or highly recommend us in the future.
- ✓ **Delivering the Best.** We conduct comprehensive **due diligence** on candidates. Our state-of-the-art process includes extensive use of social media for candidate outreach and video interviews with potential finalist candidates, ensuring successful recruitment for the City. We will provide important information to potential candidates by developing a high quality, thorough Recruitment Brochure reflecting the knowledge we will have about your community and your organization. Before we recommend a candidate to you, **we ask probing questions** that will verify their expertise during video interviews, reference calls, and news and social media searches.
- ✓ **A Partner from Start to Finish.** We are your partners in this important process. We welcome you to review all the resumes we receive, and we will share our honest assessment of the candidates. Our goal is your **complete satisfaction**. We can strategize with you on a variety of approaches for meeting your recruiting needs, including evaluation of internal candidates, identification of non-traditional candidates who meet your recruitment requirements, succession planning, and mentoring options. We are committed to working with you until you find the candidate that is the best fit for your position.
- ✓ **Services for Any Budget and Any Search.** We strive to meet the specific needs of our clients by offering several options for recruitment services to meet your budget. Our services range from Full Executive Recruitments to Virtual Recruitments and even simply Professional Outreach for those who want to reach a broader network. In the following proposal, we have provided the scope we believe **best fits your needs**.



"We were very impressed by how efficient they worked, their methodology, their insight, and their professionalism."

I would highly recommend MGT and hope to do business with them again for our next study."



Our Team

The success of a consulting engagement is founded on the qualifications of the project team and the way in which it is structured and managed.

MGT employs a team of professionals with backgrounds in local government and the not-for-profit sector. With the City's staffing needs in mind and due to the significance of this recruitment, we have assigned our highly knowledgeable and experienced consultant, Jon Fehlman. He will act as your project manager and primary point of contact for this project. His biography is attached as **Appendix A**.

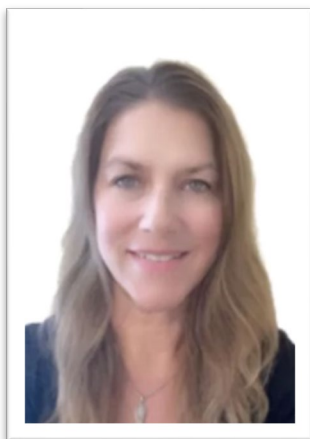
Project Manager & Main Point of Contact



JON FEHLMAN

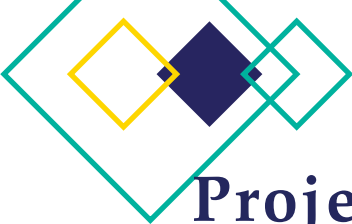
Senior Vice President
707-538-8228
JFehlman@GovHRusa.com

Proposal Inquiries



MICHELE MORAWSKI

Assistant Director
Client Services
224.415.3791
MMorawski@GovHRusa.com



Project Approach & Methodology

A detailed plan specifically designed for you.

Project Understanding

A typical recruitment and selection process takes approximately 175 hours to conduct. At least 50 hours of this time is administrative, including advertisement placement, reference interviews, and due diligence on candidates. We believe our experience and ability to professionally administer your recruitment will provide you with a diverse pool of highly qualified candidates for your position search.

Our clients are informed of the progress of their recruitment throughout the entire process. We are always available by mobile phone or email should you have a question or need information about the recruitment.



MGT: EXPERTS IN RECRUITING

"The coordination by the consultant helped to alleviate the workload of internal staff. Consultant was willing to customize the process based on the City's needs."

MGT Client Satisfaction Components



Proposed Work Plan

PHASE 1 POSITION ASSESSMENT, POSITION ANNOUNCEMENT, & BROCHURE

Activities

MGT treats each executive recruitment as a transparent partnership with our client. We believe in engaging with stakeholders early in each recruitment process to fully understand the challenges and opportunities inherent in the position. Understanding the organizational culture is critical to successful recruitment. We gain this insight and information through meetings (one on one and in small groups),

surveys, and a review of relevant information. This information is reflected in a polished marketing piece that showcases the organization and the area it serves.

INFORMATION GATHERING

- ♦ One-on-one or group interviews with stakeholders identified by the City.
- ♦ Community forums (in-person or via video) can be used to gather input and feedback.
- ♦ Surveys can be used for department personnel and/or the community to gather feedback.
- ♦ Conversations/interviews with department heads.

A combination of the items listed above can be used to fully understand community and organizational needs and expectations for the position (this proposal includes 12 hours of meetings – additional meetings can be added for a fee of \$150/hour plus actual expenses if incurred). One organizational survey is included. A Community Survey can be conducted for \$2,500. Community Forums are conducted as an optional service.

Development of a **POSITION ANNOUNCEMENT** to be placed on websites and social media.

Development of a thorough **RECRUITMENT BROCHURE** for City review and approval.

Agreement on a detailed **RECRUITMENT TIMETABLE** – a typical recruitment takes between 90 to 120 days from the time you sign the contract to the appointment of the finalist candidate.

PHASE 2 ADVERTISING, CANDIDATE RECRUITMENT, & OUTREACH

Activities

We make extensive use of social media as well as traditional outreach methods to ensure a diverse and highly qualified pool of candidates. Our website is well known in the local government industry – we typically have 17,000+ visits monthly to our website and career center. Additionally, our weekly jobs listings are sent to over 8,000 subscribers.

Phase 2 will include the following:

- ♦ MGT consultants will personally identify and contact potential candidates.
- ♦ Develop a database of potential candidates from across the country unique to the position and to the City, focusing on:
 - Leadership and management skills.
 - Size of organization.
 - Experience in addressing challenges and opportunities also outlined in Phase 1.
 - The database will range from several hundred to thousands of names. An email campaign will be sent to each potential candidate.
- ♦ Placement of the Position Announcement:
 - Public sector online Career Centers.
 - **Social media:** LinkedIn (posted on MGT Executives LinkedIn news feeds to reach over 50,000 connections), Facebook, and Instagram.
 - MGT will provide the City with a list of advertising options for approval.

PHASE 3 CANDIDATE EVALUATION & SCREENING

Activities

Phase 3 will include the following steps:

- ♦ Review and evaluation of candidates' credentials with consideration to the criteria outlined in the Recruitment Brochure.
- ♦ Candidates will be narrowed down to those that meet the qualification criteria.
- ♦ Candidate evaluation process:
 - Completion of a questionnaire explaining prior work experience.
 - Live Video Interview (45 minutes to 1 hour) conducted by consultant with each finalist candidate.
 - References provided by the candidate are contacted.
 - Internet/Social Media search conducted on each finalist candidate.

All resumes will be acknowledged and inquiries from candidates will be personally handled by MGT, ensuring the City's process is professional and well regarded by all who participate.

PHASE 4 PRESENTATION OF RECOMMENDED CANDIDATES

Activities

Phase 4 will include the following steps:

- ♦ MGT will prepare a Recruitment Report presenting the credentials of those candidates most qualified for the position.
- ♦ MGT will provide an electronic recruitment portfolio which contains the candidates' materials along with a "mini" resume for each candidate so that credentials are presented in a uniform way.
- ♦ The City will receive a log of all applicants and may review resumes if requested.
- ♦ Report will arrive in advance of the Recruitment Report Presentation.

MGT will meet with the City to review the recruitment report and provide additional information on the candidates.

PHASE 5 INTERVIEWING PROCESS & BACKGROUND SCREENING

Activities

Phase 5 will include MGT completing the following steps:

- ♦ Develop the first and second round interview questions for City review and comment.
- ♦ Coordinate candidate travel and accommodations.
- ♦ Provide City with an electronic file that includes:
 - Candidates' credentials.

PROJECT APPROACH & METHODOLOGY

- Set of questions with room for interviewers to make notes.
- Evaluation sheets to assist interviewers in assessing the candidate's skills and abilities.

Background screening will be conducted along with additional references contacted:

MGT BACKGROUND SCREENING

- | | |
|--|---|
| ✓ Social Security Trace & Verification | ✓ County/Statewide Criminal |
| ✓ US Federal Criminal Search | ✓ Civil Search |
| ✓ Enhanced Verified National Criminal | ✓ Bankruptcy, Leans, and Judgements |
| – National Sex Offender Registry | ✓ Motor Vehicle Record |
| – Most Wanted Lists: Federal Bureau of Investigation (FBI), Drug Enforcement Agency (DEA), Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), Interpol | ✓ Education Verification – All Degrees Earned |
| – Office of Foreign Assets Control (OFAC) Terrorist Database Search | Optional: Credit Report – Transunion with score (based on position and state laws) |
| – Office of the Inspector General (OIG), General Services Administration (GSA), System for Award Management (SAM), Food and Drug Administration (FDA) | Optional: |
| – All felonies and misdemeanors reported to the National Database | – Professional License Verification |
| | – Drug Screen |
| | – Employment Verification |

MGT will work with you to develop an interview schedule for the candidates and coordinate travel and accommodations. MGT consultants will be present for all the interviews, serving as a resource and facilitator.

MGT will coordinate a 2-Step Interview process. The first-round interviews will include four to five candidates. The second-round interviews will include two or three candidates. MGT will supply interview questions and an evaluation form.

In addition to a structured interview, the schedule can incorporate:

- ♦ Tour of City facilities.
- ♦ Interviews with senior staff.

PHASE 6 APPOINTMENT OF CANDIDATE

Activities

- ♦ MGT will assist you as much as requested with the salary and benefit negotiations and drafting of an employment agreement, if appropriate.
- ♦ MGT will notify all applicants of the final appointment, providing professional background information on the successful candidate.

Project Timeline

Based on our experience in conducting similar projects, we anticipate the proposed project can be completed within 14 weeks of project initiation as illustrated in **Exhibit 1**.

Exhibit 1. Proposed Schedule

WORK PLAN TASKS	WEEK													
	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Phase 1: Position Assessment, Position Announcement, & Brochure														
Phase 2: Advertising, Candidate Recruitment, & Outreach														
Phase 3: Candidate Evaluation & Screening														
Phase 4: Presentation of Recommended Candidates														
Phase 5: Interviewing Process & Background Screening														
Phase 6: Appointment of Candidate														

Commitment to Diversity, Equity, & Inclusion in Recruitments

MGT is a leader in diversity, equity, and inclusion (DEI) consulting services, strategic planning, and organization transformation. MGT's experience working in diverse communities across the United States and working with organizations seeking to change organization culture is critical to the success of all our projects. We have a track record of building awareness, solutions, and direction for systemic change by generating transformative ideas and solutions, information, and practices into operational strategies, which help us stand out in all our projects.

MGT is also one of the original and premier disparity research firms in the country. Disparity studies were the first instance of bringing principles of diversity, equity, and inclusion into the public sector, through the procurement process, and since 1990, **MGT has conducted more than 230 public sector disparity studies**. These studies are designed to improve procurement departments, promote and advance equity, and improve economic outcomes for diverse communities that have been historically marginalized by analyzing policies, practices, and programs to increase the utilization of minority- and women-owned businesses. Clients that have conducted a disparity study are in the unique position to increase and improve systematic equity through procurement and contracting, which can ultimately promote economic empowerment by creating strong business and employment pipelines in communities of color.

MGT's GovHR also has a long-standing commitment to DEI. Since the firm's inception they have supported, with their time and financial resources, organizations that advance underrepresented populations in local government. These include the National Forum for Black Public Administrators, the Local Government Hispanic Network, The League of Women in Government, and CivicPride. Our Team Members have moderated and spoken on DEI topics at the International City and County Management Association conference and state conferences. Our employees and consultants have undergone Implicit Bias Training, and we are frequent speakers on incorporating equity and inclusion into all levels of local

government. Additionally, we provide a list of DEI resources on the homepage of the website at GovHRusa.com.

MGT's GovHR has formally partnered with the National Forum for Black Public Administrators' consulting arm, i4x, and in several recruitment and selection processes throughout the country including Toledo, OH; Fort Collins, CO; Ann Arbor, MI; Oakland, MI; and Arlington, TX. Our partnership reflects our mutual commitment to advancing DEI values and increasing the diversity of local government leaders at the highest levels of local government organizations.

MGT/GovHR's Recommendations to **RECRUIT** and Retain Top Talent

RESPONSIVE: ROLL OUT THE WELCOME MAT! Candidates may struggle with relocating for a new position as well as being concerned about the “fit” with a new team. It is important to include costs for your top candidate(s) to travel to your location for the final interview process. Our team will work with you to create a welcoming, informative experience for both you and the candidate(s).

ENCOURAGING: Employee development is a must-have in today's market. Candidates appreciate their employer investing in them as much as they are investing themselves in the job. Consider “up and coming” candidates who may lack one or two preferred skills and assign a mentor or invest in a course to encourage their professional development. A mentor/training program will also help establish a peer-to-peer connection and make them feel more comfortable about the transition to a new job.

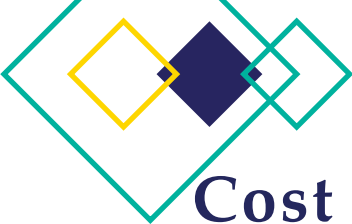
COMPETITIVE: Our team will guide you in offering a competitive market rate compensation and competitive benefits package attractive to today's candidates. Competitive employers must include relocation expenses and should consider signing bonuses and temporary housing.

RESOURCEFUL: Review your job description – do you need public sector experience? Are the years' experience you list essential, or can that be preferred? Consider a more resourceful approach when reviewing candidates' experience. Carefully assess requirements such as Certified Public Accountant (CPA), Professional Engineer, and others that will limit your talent pool – consider using the word “ideally” or “preferably.”

UNDERSTANDING: These past few years have, without a doubt, changed the work environment. Competitive employers have recognized this and are offering flexible/hybrid/remote work options. Those positions that offer this type of flexibility consistently receive a better candidate response rate.

INNOVATIVE: Think about what is unique and attractive about your community and organization and highlight that in your recruitment efforts. Talk about organizational culture and what your values are with respect to your employees. MGT will assist you in being as innovative as possible in your outreach.

TRANSPARENT: Some states now mandate listing salary ranges in any job advertisements or postings. More and more companies are showing at least a salary range in their postings to promote pay transparency and equity. Post the salary range you will use for hiring – it is public information. If we make it too difficult for candidates to find out the salary, they will move on to the next opportunity.



Cost Proposal

Defined by Impact. Driven by People.

Dedicated to the Community.

We take pride in customizing our client's needs — and we will work with you to ensure our fees are aligned with your expectations and budget.

Full Scope Recruitment

Summary of Costs	Price
Recruitment Fee	\$21,500
Recruitment Expenses (not to exceed) Expenses include candidate due diligence efforts	\$1,500
Advertising <i>*Advertising costs over \$2,000 will be placed only with client approval. If less than \$2,000, Client is only billed for actual cost.</i>	\$2,000*
TOTAL:	\$25,000**

***Consultant travel expenses are not included in the price proposal. If the consultant is requested to travel to the client, travel costs will be estimated at time of request. Only actual expenses will be billed to the City for reimbursement.*

Possible in-person meetings could include:

- ♦ Recruitment brochure interview process
- ♦ Presentation of recommended candidates
- ♦ Interview Process

Any additional consultant visits requested by the City (beyond the three visits listed above) will be billed at \$150/hour. The additional visits may also result in an increase in the travel expenses billed.

*This fee does not include travel and accommodation for candidates interviewed.

Payment for Fees & Services

- ♦ **1st Invoice:** Contract Award (40% of the Recruitment Fee).
- ♦ **2nd Invoice:** Presentation of Candidates (40% of the Recruitment Fee & expenses incurred to date).
- ♦ **Final Invoice:** Completion of Recruitment (20% of the Recruitment Fee plus all remaining expenses).

Payment of invoices is due within thirty (30) days of receipt.

Our Guarantee – Full Scope Recruitment

MGT is committed to assisting our clients until a candidate is appointed to the position. Therefore, no additional professional fee will be incurred if the client does not select from the initial group of recommended candidates and requests additional candidates be developed for interview consideration. If additional advertising beyond Phase I advertising is requested, the City will be billed for actual advertising charges. Reimbursable expenses may be incurred should the recruitment process require consultant travel to the City.

Upon appointment of a candidate, MGT provides the following guarantee: should the selected and appointed candidate, at the request of the City or the employee's own determination, leave the employ of the City within the first 12 months of appointment, we will, if desired, conduct one additional recruitment for the cost of expenses and announcements only. This request must be made within six months of the employee's departure.

Optional Assessment Center

Qualified Assessors to Identify Your Needs.

If requested, as part of the selection process MGT will perform an Assessment Center for candidates selected for interview. An Assessment Center is a useful tool for identifying and evaluating the strengths, areas for improvement, skills, and abilities of the candidates. MGT consultants will prepare all the related documents and scoring sheets for any three of the following exercises to be completed on the day of the Assessment Center:

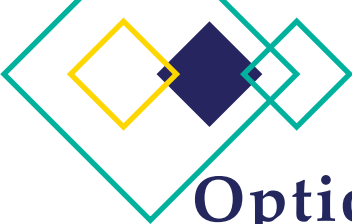
- ♦ In-Basket Exercise
- ♦ Written/Oral Presentation Exercise
- ♦ Leaderless Group Exercise
- ♦ Structured Interview
- ♦ Budget Analysis Exercise
- ♦ Personnel Issues Exercise
- ♦ Other exercise of the City's choosing

Optional Assessment Center Fee: **\$8,500***

**The fee assumes the Assessment Center will be held on one day and be limited to no more than five candidates. For each additional candidate, the fee will increase by \$750.*

The fee includes the preparation of the Assessment Center material and a written report outlining the findings of the Assessment Center as reported by the Assessors. We will assist the City in selecting three professionals from outside the organization to serve as Assessors in evaluating each candidate's strengths and weaknesses. The City will be responsible for paying a \$750 stipend to each Assessor (and possible mileage or other transportation costs for the assessors).

The fee does not include lodging, travel, and meal expenses for the MGT facilitator(s) to be on-site for the Assessment Center. Actual expenses will be billed in addition to the fee. If the City chooses to add the Assessment Center option, the fees and expenses for this will be billed separately.



Optional Services

The Nation's Recruitment Leader.

Having a solid plan in place is the only way to reach your long-term vision and goals, and we want to see you thrive. Our variety of services can be personalized to make the most of your strengths and give you an extra layer of support where you need it. We offer the following additional service offerings:

GOVTEMPSUSA

Need an Interim? GovTempsUSA, a division of MGT, specializes in the temporary placement of positions in local government. The firm offers short-term assignments in addition to long-term and outsourced arrangements. Our placement professionals at GovTempsUSA have typically enjoyed distinguished careers in local government and displayed a commitment to public service throughout their careers.

RECORDED ONE-WAY VIDEO INTERVIEW OF CANDIDATES

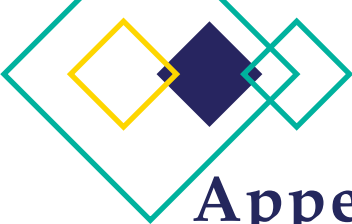
Candidates we recommend for your consideration can complete a one-way video interview with three to five questions that will be recorded and which you can review electronically at your convenience. This can occur prior to making your decision on which candidates to invite for an interview at a cost of \$100 per candidate.

LEADERSHIP/PERSONALITY TESTING

MGT has experience working with a wide variety of leadership and personality assessment tools, depending on the qualities and experiences the City is seeking in their candidates. These include but are not limited to Luminaspark, Caliper, DISC, and others. Depending on the evaluation type, selected fees can range between \$100 to \$500 per candidate.

360° EVALUATION

As a service to the City, we offer the option of providing you with a proposal for a 360° performance evaluation for the appointed position at six months into their employment. This evaluation will include seeking feedback from both elected officials and department directors, along with any other stakeholder the City feels would be relevant and beneficial. This input will be obtained on a confidential basis with comments known only to the consultant. If you are interested in this option, MGT will prepare a proposal for this service.



Appendix A. Consultant Biography

The biography of our proposed consultant is provided on the following page. References can be provided upon request.

Jon Fehlman has been with GovHR since May of 2020. He consults in the areas of law enforcement, public safety, emergency management services, and 9-1-1 communications centers. Chief Fehlman has conducted over 25 police chief, public safety and communications directors recruitments. Chief Fehlman has conducted 10 assessment centers for GovHR and additional assessment centers with his own private company. He has participated in over 50 staff studies and classification/compensation studies for GovHR.



Chief (Ret.) Jon Fehlman's community oriented career has been through police service and other community-based services. His commitment to forging relationships that last a lifetime and strengthen communities led to his recognition by the International Community Oriented Policing Conference with their James Q. Wilson award.

Chief Fehlman is the owner of Thatcher Lewis, LLC based in Murfreesboro, TN. He works with police departments to facilitate the discussions of the issues facing law enforcement and the community. He has traveled throughout the United States speaking and teaching law enforcement in association with the FBI Law Enforcement Executive Development Association (FBI LEEDA). His greatest professional passion is helping leaders lead and develop others. Chief Fehlman provides leadership training through all levels of organizations. He serves on the advisory board of the Institute for American Police Reform (IAPR) non-partisan organization providing guidance on policing laws and policies, police accountability and partnerships in the community, leadership development, and police standards and training development.

Chief Fehlman has extensive experience in police officer involved critical incidents. He has investigated incidents from both the administrative and criminal perspective. He has served on the board of directors for National Alliance for Mental Illness-Sonoma County and engaged his communities on mental health and policing relationships. Chief Fehlman has received a Medal of Valor as well as numerous recognitions and commendations during his career.

Professional Education

Master of Science, Emergency Management, California State University, Long Beach

Bachelor of Science, Workforce Education and Development, Southern Illinois University, Carbondale

Memberships & Affiliations

FBI Law Enforcement Executive Development Association
FBI National Academy Alumni Association
International Association of Chiefs of Police
National Sheriffs Association
American Society for Training and Development
National Association of Field Training Officers
National Alliance on Mental Illness
United Against Sexual Assault
Southern Illinois University Alumni Association
California State University Long Beach Alumni Association
Leadership Santa Rosa Alumni Association
Washington Association of Sheriffs & Police Chiefs
California Association of Hostage Negotiators
California Narcotics Officer Association

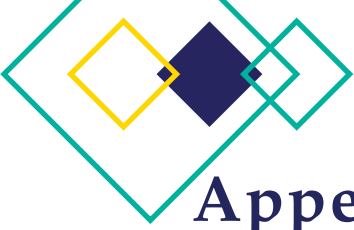
Professional Development & Speaking Engagements

FBI Law Enforcement Executive Development Association, Instructor/Consultant
FBI National Academy (Class 245), Executive Development
Graduate Certificate in Leadership (University of Virginia)
National Internal Affairs Investigators Association Conference 2023
Presenter: "Internal Affairs Role in Fostering and Maintaining Agency Leadership"
FEMA Courses in Emergency Management, Homeland Security
Terrorism Liaison
Homicide Investigation, Field Training Officer, Officer Involved Shootings
Internet Crimes Against Children
Santa Rosa Regional Training Center, Former Adjunct Instructor
National Alliance for Mental Illness-Family to Family, Former Instructor
The President's 21st Century Policing Report supporting all six pillars: Building Trust and Legitimacy, Policy and Oversight, Technology and Social Media, Community Policing and Crime Reduction, Training and Education, Officer Wellness and Safety, Credibility, Ethics, Emergency Management, Trainer

Professional Background

30+ Years of Local Government Leadership and Management in Law Enforcement and Emergency Management

- Leadership Consulting Services, 2000-Present
- Chief of Police, City of Bainbridge Island, WA, 2008-2012
- Lieutenant, City of Santa Rosa, CA, 2006-2008
- Sergeant, City of Santa Rosa, CA, 2000-2006
- Police Officer, City of Santa Rosa, CA, 1996-2008
- Police Officer, City of Laguna Beach, CA, 1985-1996



Appendix B. Client List

A list of the clients we have had the pleasure of partnering with that complements the City's recruitment request is provided on the following page.

Law Enforcement Client List

State	Client	Position Title	Year	Population
Alaska	Unalaska	Police Chief	2018	4,768
California	Bay Area Rapid Transit (BART)	Inspector General	2023	Multi
	San Jose	Director of Gaming Division	2019	1,025,000
Delaware	Milford	Chief of Police	2023	12,272
Georgia	Decatur	Police Chief	2021	25,000
Illinois	Arlington Heights	Chief of Police (Virtual)	2019	75,500
	Barrington Hills	Chief of Police	2024	4,232
	Buffalo Grove	Chief of Police	2013	42,909
	Buffalo Grove	Police Chief	2022	42,909
	Cary	Chief of Police	2010	17,840
	Chicago	Deputy Inspector General for Investigations (Professional Outreach)	2022	3,000,000
	Chicago	Deputy Inspector General for Public Safety (Professional Outreach)	2022	3,000,000
	College of Lake County	Chief of Police	2020	Multi
	Cook County	Independent Inspector General	2023	5,300,000
	Des Plaines	Chief of Police	2020	58,364
	Evanston	Chief of Police	2018	75,000
	Freeport	Chief of Police	2019	25,000
	Glencoe	Public Safety Director	2013	8,900
	Glencoe	Public Safety Director	2023	8,900
	Grayslake	Chief of Police	2011	24,400
	Hampshire	Police Chief	2022	6,347
	Highland Park	Chief of Police	2017	31,365
	Hinsdale	Police Chief (Professional Outreach)	2017	17,631
	Joliet Junior College	Director of Campus Safety and Security, Chief of Police	2020	700,000
	La Grange	Chief of Police (Virtual)	2017	15,610
	La Grange Park	Chief of Police	2014	13,579
	Lake Bluff	Chief of Police	2013	5,698
	Lake Bluff	Chief of Police	2018	5,698
	Lake County	Sheriff's Office Business Manager	2015	703,462
	Lake Forest	Chief of Police	2012	19,375
	Lake Forest	Detective Commander (Limited)	2023	19,375
	Lake Forest	Police Management Analyst (Limited)	2023	19,375
	Lincolnshire	Chief of Police	2016	7,500
	Lincolnwood	Chief of Police	2017	12,590
	Lisle	Chief of Police	2019	22,930
	Mokena	Chief of Police	2013	19,042
	Moline	Chief of Police	2017	43,100
	Moline	Chief of Police Selection Services	2010	43,100
	Naperville	Chief of Police	2021	148,000
	Northbrook	Chief of Police	2017	35,000
	Northbrook	Chief of Police	2020	35,000
	Northern Illinois University	Chief of Police	2013	44,098
	Northwestern University	Director of the Office of Professional Standards	2014	21,000
	Northwestern University Police Department	Commander (2 positions)	2018	21,000

	Northwestern University Police Department	Commander and Accreditation Manager	2017	21,000
	Oak Park	Deputy Chief of Police (2) (Virtual)	2023	52,000
	Oak Park	Police Chief	2022	52,000
	Oakton College	Chief of Police and Emergency Management	2019	46,000
	Park Ridge	Police Chief	2023	37,496
	Peoria	Chief of Police	2021	115,234
	Princeton	Chief of Police	2017	7,700
	Schaumburg	Chief of Police	2013	75,000
	Schaumburg	Deputy Police Chief	2018	75,000
	St. Charles	Chief of Police	2014	33,264
	Tinley Park	Chief of Police	2011	56,831
	Vernon Hills	Chief of Police	2017	25,911
	Villa Park	Chief of Police (Virtual)	2017	22,038
	Villa Park	Chief of Police (Virtual)	2020	22,038
	Warrenville	Chief of Police	2022	13,246
	Wauconda	Chief of Police	2015	14,125
	West Chicago	Chief of Police	2021	27,221
	Woodridge	Chief of Police	2011	33,256
	Wynstone Property Owners Association	Director of Public Safety	2013	1,500
Indiana	St. John	Chief of Police	2015	15,677
Iowa	Dubuque	Chief of Police	2021	59,700
Maine	Biddeford	Chief of Police (Virtual)	2022	21,277
	Portland	Police Chief	2023	68,000
Massachusetts	Somerville	Chief of Police	2024	81,045
Michigan	Ann Arbor	Deputy Police Chief	2017	117,700
	Midland	Chief of Police	2011	42,000
	Midland	Chief of Police	2019	42,000
	Pleasant Ridge	Police Chief	2023	2,654
Minnesota	Dilworth	Chief of Police	2023	4,918
Missouri	Independence	Chief of Police	2022	123,000
Montana	Bozeman	Chief of Police	2015	39,860
Ohio	Kettering	Chief of Police	2014	55,870
	Upper Arlington	Chief of Police	2024	36,800
Pennsylvania	Allegheny County	Police Superintendent	2016	1,230,000
	Ferguson Township	Chief of Police	2022	18,300
	Ferguson Township	Police Chief	2017	18,300
	McCandless	Chief of Police	2016	28,457
	Mt. Lebanon	Chief of Police	2015	33,137
	Mt. Lebanon	Chief of Police	2022	33,137
Texas	Dallas	Auto Impound and Property Unit Administrator (Virtual)	2023	1,300,000
	Dallas	Personnel Division Administrator (Virtual)	2023	13,000
	Missouri City	Chief of Police	2023	74,139
Virginia	Chesapeake	Chief of Police	2022	245,000
	Hampton	Chief of Police	2021	137,436
	Prince William County	Chief of Police	2020	460,457
	Roanoke	Chief of Police	2019	100,220
	Roanoke	Deputy Police Chief (2 positions) - Operations and Support Services	2022	100,220
	Roanoke	Police Chief	2023	100,220
	Virginia Beach	Chief of Police	2020	442,707
Washington	Issaquah	Chief of Police	2022	39,378
Wisconsin	Bayside	Police Chief	2018	4,400

Beaver Dam	Chief of Police	2010	16,291
Beloit (City)	Chief of Police	2020	36,966
Beloit (City)	Police Chief	2016	36,966
Brown Deer	Chief of Police	2014	12,000
Brown Deer	Chief of Police	2021	12,000
Burlington	Chief of Police	2009	10,511
Cleveland	Chief of Police	2022	1,593
Cottage Grove	Chief of Police	2022	9,740
DeForest	Chief of Police	2018	10,000
Evansville	Chief of Police	2019	5,124
Grafton	Chief of Police	2019	11,766
Middleton	Chief of Police	2019	21,000
Milton	Police Chief	2023	5,716
Monona	Chief of Police	2020	8,000
Plymouth	Chief of Police/Director of Public Safety	2022	8,540
Polk County	Chief Deputy Sheriff	2016	43,476
River Falls	Chief of Police	2015	15,200
Sparta	Chief of Police	2014	9,600
Sun Prairie	Chief of Police	2019	32,894
Waukesha	Chief of Police	2019	71,158

Minnesota Client List

State	Client	Position Title	Year	Population
Minnesota	Apple Valley	Community Development Director	2022	56,318
	Becker	City Administrator	2021	4,874
	Blaine	Assistant Director of Public Works	2021	67,939
	Blaine	Deputy Director of Public Works	2023	67,939
	Blaine	Director of Administrative Services	2024	67,939
	Blaine	Director of Public Works	2022	67,939
	Brooklyn Center	Director of Community Development	2023	33,782
	Buffalo	Assistant City Administrator	2021	15,855
	Burnsville	Director of Community Development	2022	60,000
	Burnsville	Director of Human Resources	2020	60,000
	Burnsville	Public Works Director	2023	60,000
	Dilworth	Chief of Police	2023	4,918
	Edina	Assistant City Manager (Limited)	2023	53,318
	Edina	General Manager - Braemar Arena & Field (Limited)	2023	53,318
	Fairmont	City Administrator	2024	10,477
	Golden Valley	City Manager	2024	22,715
	Hibbing	City Administrator	2021	15,855
	Lindström	City Administrator	2023	4,888
	Minneapolis	Chief Human Resources Officer (CHRO)	2022	424,536
	Minnetonka	City Manager	2022	53,953
	Minnetonka	Senior Diversity, Equity and Inclusion Coordinator	2022	53,953
	Oakdale	Director of Community Development	2021	28,315
	Red Wing	Community Development Director	2021	16,572
	Savage	Finance Director (Professional Outreach)	2024	32,465
	SBM Fire Department	Chief Executive Officer/Fire Chief	2022	Multi
	Scandia	City Administrator	2023	4,149
	Shakopee	Fire Chief	2024	47,000
	St. Joseph	City Administrator	2022	7,342
	St. Louis Park	City Manager	2021	48,662
	St. Paul Park	Finance Director	2023	5,544
	Vadnais Heights	Public Works Director/City Engineer (Professional Outreach)	2023	13,080
	Waconia	City Administrator	2021	13,500
	Waite Park	Finance Director	2021	7,700
	Woodbury	EMS/Fire Chief-Assistant Public Safety Director	2021	70,559

Cal Portner

From: Michele Morawski <mmorawski@govhrusa.com>
Sent: Wednesday, May 15, 2024 11:40 AM
To: Cal Portner
Cc: Charlene Stevens; Jon Fehlman
Subject: MGT/GovHR - Proposal to conduct recruitment
Attachments: Elk River, MN - Police Chief 2024.pdf; Barrington Hills IL Police Chief 041624-2.pdf

Hi Calvin,

Thank you for reaching out. Attached is our proposal to conduct a Police Chief recruitment for the City of Elk River. I have also attached a brochure as a sample of our work product. Please contact me if you have any questions or need any additional information.

We hope to have the opportunity to work with you on this important recruitment. Please confirm receipt of this email and its attachments by replying to this message.

Thank you,
Michele

Michele Morawski

Assistant Client Services Director

GovHR USA

630 Dundee Road, Suite 225

Northbrook, IL 60062

Direct Line: 224-415-3791

Email: mmorawski@govhrusa.com



GovHR USA
GovTEMPS USA



MGT

Together we impact communities. For good.



Cal Portner

From: Greg Prothman <greg@gmphr.com>
Sent: Tuesday, May 14, 2024 11:45 AM
To: Cal Portner
Cc: Wipper, Lauren; Jeff Weldon; Tim Troxel
Subject: Police Chief Recruitment

Hi Calvin,

I understand that the City is considering retaining an executive search firm to assist in replacing retiring Police Chief Nierenhausen. GMP Consultants would be interested in supporting the City with this recruitment. By way of background, GMP Consultants have conducted over 60 national police and public safety recruitments from cities with populations of 150,000+ to communities of 4,000.

Your co-lead consultant would be Mr. Jeff Weldon, Jeff is an experienced city manager in both Minnesota and South Dakota (his bio is below). He will be assisted by co-lead consultant Chief Tim Troxel. Tim is the retired deputy police chief of the City of Renton, WA 105,000 population (his bio is also below). Tim is currently conducting or has recently completed six police chief recruitments in the last year. This experienced consulting team provides both a skilled Minnesota city manager coupled with a senior police professional in assisting the City with this important selection!

GMP is well positioned to assist Elk River as we are currently conducting two police chief recruitments in cities of 13,000 population and just finished a police chief recruitment for a city of 22,000 population. We were also recently notified will be beginning a police chief recruitment for a city of 97,000 population. These current and recent searches provide an excellent knowledge of potential candidates!

GMP offers a competitive fee of \$15,000 and an industry leading 18-month guarantee on your selected candidate. Please don't hesitate to ask for more information or if you would like an in-person/Teams conversation.

Thanks!

Greg

Greg M Prothman
GMP Consultants
www.GMPHR.com
206 714 9499 cell



Jeff Weldon

Senior Consultant - Midwest Office

Jeff served 29 years in municipal management in Minnesota and South Dakota including city manager for Brookings and Yankton, SD; city administrator for Redwood Falls, MN; and assistant city administrator for Apple Valley, MN. Jeff was also an adjunct instructor at South Dakota State University in Public Administration and State and Local Government. Jeff currently serves local government managers in Minnesota and South Dakota with career and professional development as a Senior Advisor for the state associations. Jeff holds a Bachelor's degree from Minnesota State University and a Master's Degree from Hamline University. He was active with the Coalition of Greater Minnesota Cities, Minnesota City/County Management Association, South Dakota Municipal League, and the International City Management Association (ICMA). Jeff is a strong advocate for community involvement and

has been involved with his church, the United Way, Rotary and Lions clubs, and the Chamber of Commerce. Jeff and his wife, Tracie, have two grown children and five grandchildren. His hobbies and spare time activities include camping, boating, fishing, golf, travel, woodworking, pencil sketching and reading presidential biographies and Civil War history.

Tim Troxel

Senior Consultant Police

Tim is a tenured law enforcement professional who brings 33 years of law enforcement experience including 12 years in senior law enforcement leadership. Tim most recently retired as deputy police chief with the City of Renton (population 105,000). During his time with the Renton Police Department, he was responsible for CALEA reaccreditation as well as leading the department's professional standards divisions. Tim is a graduate of the FBI National Academy (session 243) in Quantico VA. He also holds a Bachelor of Arts Degree from Washington State University in Criminal Justice. Tim enjoys hiking, golf travel and playing with the grandchildren!



Request for Action

To
City Council

Item Number
8.4

Meeting Date
May 20, 2024

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

Item Description
Financial Advisor Services

Reviewed by:
Lori Stich
Joe Stremcha
Cal Portner
Tina Allard

Action Requested

Approve by motion, Ehlers, Inc., to provide financial advisory services to the City of Elk River.

Background/Discussion

The city, Economic Development Authority (EDA), and Elk River Municipal Utilities (ERMU) engaged Springsted in 2013 for financial advisory services. Springsted has since been acquired by Baker Tilly, and over the past few years, two of our appointed advisors have retired and both the city and ERMU have also made some staffing changes. With the personnel changes, staff felt it was a good time to test the market.

After inviting proposals for an independent financial advisor, two firms, Baker Tilly and Ehlers, Inc. responded. An interview committee was formed that included the Finance Manager, Economic Development Director, Assistant City Administrator/Business Services Director, City Administrator, ERMU's Finance Manager, and ERMU's General Manager. The committee interviewed both firms on May 13, 2024.

The committee unanimously recommends Ehlers for financial advisor services. Baker Tilly will continue with current projects until they are completed. Ehlers will be consulted for new projects as they arise. The committee felt Ehlers would provide a fresh perspective, expertise, and strong customer service. Ehlers provides a full-service approach from fiscal consulting to debt planning and issuance. Ehlers represents cities larger and smaller than Elk River, such as Maple Grove, Lino Lakes, and Duluth.

In the last five years, Ehlers has:

- Advised on nearly 2,500 debt issues totaling over \$15 billion.
- Ranked #1 in Minnesota for number of competitive bond sales advertised (per Bloomberg data for 2023).
- Conducted nearly 100 long-term financial plans and 225 utility rate studies.
- Advised on over 350 housing, redevelopment, and economic development projects.
- Established 200+ TIF districts and completed TIF reporting for over 450 districts.

The Elk River Vision

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



Financial Impact

Financial advisory fees are based on when services are rendered, such as when a bond issue or tax increment financing occurs. The firms interviewed were relatively close, but Ehlers did have an edge in favorable pricing.

Mission/Policy/Goal

Responsible for every dollar - good stewards.

Attachments

- I. Ehlers interview presentation

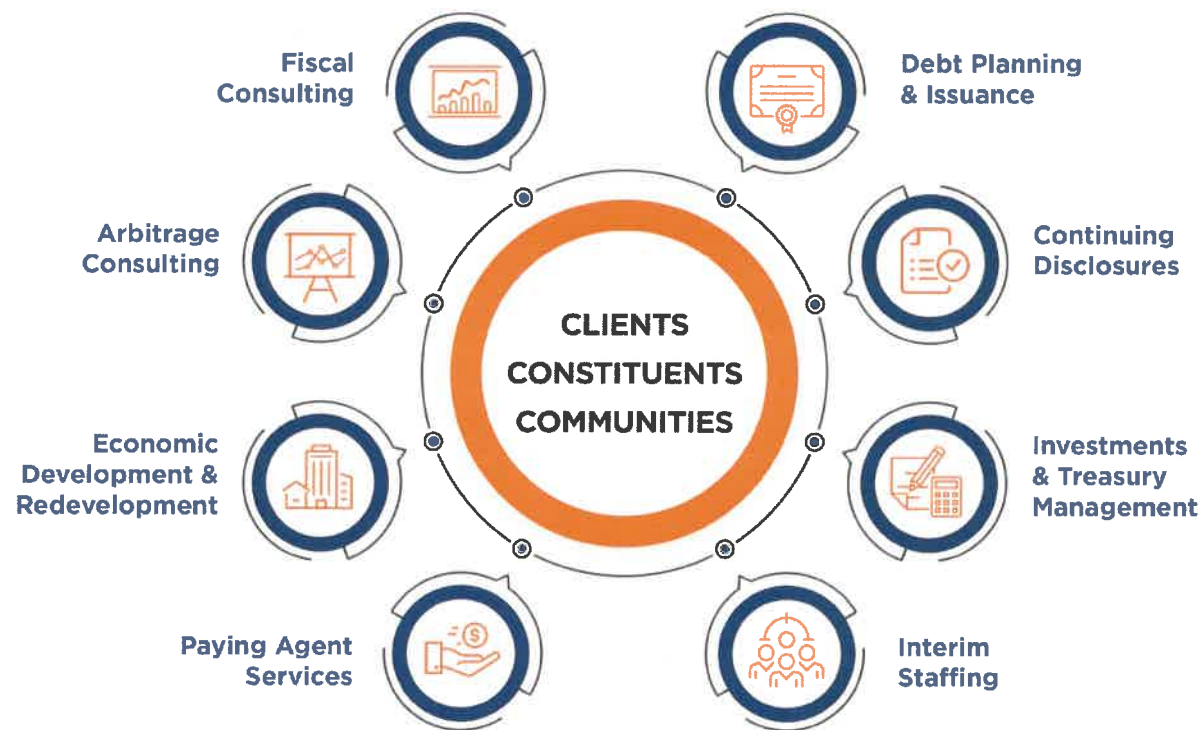


Building a Relationship with:

The City of Elk River, Minnesota

Your Partners in Public Finance

Fiercely Independent. Fully Integrated.



Working as one team for your benefit...

Client Value Defined



Unparalleled Client Resources

Ehlers' Team Dedicated to Minnesota Clients

10 Municipal Advisors

Over 200
years
combined
advisory
experience

Decades more
in city and
county
government

8 Fiscal Consultants

150+ years
experience in
consulting &
government

Four former
Finance
Dir./Asst.
Finance Dir.

5 Disclosure Specialists

Over 25 years
combined
experience

Exclusive
focus on
disclosures

2 Arbitrage Consultants

More than
30 years
combined
nation-wide
experience

5 Investment Advisors

More than
50 years
combined
experience
in fixed-
income &
public
funds
investing

No other firm has invested more in these resources.

Building Communities: It's what we do.

In the last 5 years...

- Advised on nearly 2,500 debt issues totaling over \$15 billion
- Ranked #1 in Minnesota for number of competitive bond sales advised (per Bloomberg data for 2023)
- Conducted nearly 100 long-term financial plans & 225 utility rate studies
- Advised on over 350 housing, redevelopment & economic development projects
- Established 200+ TIF districts & completed TIF reporting for over 450 districts

Proven Expertise: Finance Department Assistance

Budget preparation assistance	Levy certifications to county (preliminary/final)	Year-end reconciliation for audit preparation	Fiscal disparities analysis
TNT presentation preparation & presentation	County Auditor communications	Tax impacts	Annual outstanding indebtedness report to county
Tax settlement coding	Financial policy creation/review	Journal entries	Property tax work
Final budget to OSA	Any government accounting support & troubleshooting	Interim staffing	

Proven Expertise: Housing & Redevelopment

Unsurpassed Experience

Billions in development value

AHTF establishment & policy development

Only represent public sector entities & public benefit non-profits

Extension of City Staff

Augment staff to drive redevelopment projects to completion

Policy & program development

On-site project management

Frequent Engagement with Legislature

Craft, review, prepare staff & testify for special legislation

Go-to firm for League of MN Cities on issues that impact cities

Proven Expertise: Municipal Utilities

Water, Sewer & Stormwater

Development fee analysis

Rate structures

Long-term financial management

Electric

Experience with public power in MN, WI, & MI

Transactions ranging in size from \$1M to \$67M

Understanding of balance sheet management and risk mitigation

Process & Best Practice

Policy oriented discussions

Key Financial Metrics

Long-term capital planning & debt structuring

Understanding of credit/rating metrics & capital markets

Seamless Client Transition Process

Customized. Comprehensive. Collaborative.

- Introduce all team members, review respective rolls
- Discuss projects to transition
- Determine timing of project transition(s)
- Provide transition documents & status updates for various services
- Request data from City, as needed

**Minimal time commitment for City.
We handle all the details.**

Recent Client Transition: Maple Grove



What We Did

- Took on bond issues & all related work
- Developed special assessment and debt interactive workbook
- Collaborated on financial policy development & updates
- Advised on LOST planning & implementation



What The Client Said

“When the City of Maple Grove transitioned to Ehlers, we did so for the main reason of better customer service and knowledge/experience of the team. While we knew there was going to be some additional work related to the transition, the amount of time and effort it took to make the transition was really very minimal.”

– Greg Sticha, Finance Director

Recent Client Transition: Lino Lakes



What We Did

- Took on bond issues & all related work
- Transitioned housing, economic development and redevelopment projects
 - ✓ Pooling analysis for TIF districts
 - ✓ 4 development projects in the queue



What The Client Said

“Ehlers speaks to their seamless client transition process, and that’s exactly what we experienced. There was no lapse in municipal advisory services and their proactive approach made us feel like a valued long-term client right away. Ehlers is more than a vendor, but a partner to the City of Lino Lakes.”

– Hannah Lynch, Finance Director

Recent Client Transition: Duluth



What We Did

- Took on bond issues & all related work
 - ✓ Three new bond issues within 90 days of engagement
 - Complex legal structures
 - Analysis of options for future financing
 - ✓ Streamlined processes for credit rating, official statement & paying agent



What The Client Said

“The transition was smooth, and I found that Ehlers provides services throughout the process that we weren’t receiving from our previous Municipal Advisor, so that was a nice surprise.”

- Jennifer Carlson, Finance Director

Why Ehlers?

COMMITMENT TO CLIENT SERVICE & VALUE

- **Responsive:** What you need, when you need it
- **100% local presence** for all team members: we're there for you
- **Committed** to deploying client resources in the most effective, efficient way

UNPARALLELED EXPERIENCE & RESOURCES

- **Deep Bench:** Team of collaborative professionals with local government experience
- **Meaningful Assistance to Finance & Community Development:** We augment staff and help where you need it, when you need it

SUITE OF FULLY INTEGRATED SERVICES

- **One call:** Can assist in navigating all facets of finance daily work
- **Provide immediate value-added service** during client transition

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partnership
with



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Important Disclosures

The statements contained herein have been provided by current clients and may not be representative of all client experiences. Additional information is available upon request.

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Request for Action

To
City Council

Item Number
8.5

Meeting Date
May 20, 2024

Prepared By
Jolene Richter, Deputy Clerk

Item Description
Temporary On-Sale Liquor License: Davis-Darrow-Meyer American Legion Post 112

Reviewed by:
Cal Portner
Tina Allard

Action Requested

Approve, by motion, a Temporary On-Sale Liquor License to Davis-Darrow-Meyer American Legion Post 112 for June 8, 2024, with the condition alcohol must be confined to an area enclosed by a fence with a secured, controlled access. Wristband control is required for patrons 21 and over.

Background/Discussion

Davis-Darrow-Meyer American Legion Post 112 has applied for a Temporary On-Sale Liquor License for their event at the location of 18335 Joplin St NW, Sherburne County Fairgrounds.

Financial Impact
N/A

Mission/Policy/Goal
Elk River Mission

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
8.7

Meeting Date
May 20, 2024

Prepared By
Jolene Richter, Deputy Clerk

Item Description
Temporary On-Sale Liquor License: Elk River Rotary Club

Reviewed by:
Cal Portner
Tina Allard

Action Requested

Approve, by motion, a Temporary On-Sale Liquor License to the Elk River Rotary Club for the Taste of Elk River event scheduled for August 8, 2024, with the condition alcohol must be limited to an area with a secure, controlled access. Wristband control is also required.

Background/Discussion

The Elk River Rotary Club has applied for a Temporary On-Sale Liquor License in connection with the Taste of Elk River event at the Furniture and Things Community Event Center, 1000 School Street.

Financial Impact
N/A

Mission/Policy/Goal
Elk River Mission

Attachments
None

The Elk River Vision

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Request for Action

To
City Council

Item Number
8.8

Meeting Date
May 20, 2024

Prepared By
Cal Portner, City Administrator

Item Description
2024 Goal Setting

Reviewed by:
Cal Portner
Tina Allard

Action Requested

Review, adjust as necessary, and approve, by motion, an update to the Municipal Mission components and Council goals.

Background/Discussion

The City Council and senior management team met for their annual goal-setting retreat on April 29, 2024.

The goal-setting discussion resulted in an update to Council goals and small changes to some of the components of the Municipal Mission.

Financial Impact
N/A

Mission/Policy/Goal
The Elk River Mission Statement

Attachments

1. Vision Values Mission REDLINE
2. Current Goals 2024 REDLINE

The Elk River Vision

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The Elk River Vision

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

Elk River Value Statements

- **Welcome** a revolutionary spirit that fosters a culture of **exceptional service** and community participation.
- Nurture **resourcefulness** to leverage strengths and drive **community prosperity**.
- Cultivate/Revolutionize an environment to encourage and inspire diverse and **meaningful engagement**.

The Elk River Mission

Where council and staff work with citizens to develop a sustainable and prosperous community for all to live, work and play; and to appropriately govern in an ever-changing environment.

Elk River Municipal Mission Components

- Opportunity to live, work, and play
- Responsibly grow
- Meet changing needs - Agile
- Timeless
- Ethical, efficient, and responsible
- Work with citizens to achieve goals
- Responsible for every dollar – good stewards
- Help, not hinder Improve citizen quality of life
- Reflect the culture of citizens and what is important ~~to majority~~
- Together we win



Current Adopted Goals

Approved May 202~~4~~³

Short-term (202~~4~~³-245)

- Commercial Development
 - ~~HRA Main/Gates Project (Under Contract)~~
 - ~~Market EDA Fox Haven TH10 Property (Under Contract)~~
- Budget and sinking fund for building repair.
 - Transition PW Facility bond to general levy (ongoing)
- ~~Improve Broadband Connectivity (City and County Federal Grant Funds Depleted)~~
- ~~Develop Downtown Rejuvenation Plan (RFP Out to Market)~~
- FT Center fully staff and financially self-sustaining
- ~~Policy Review – new crosswalks flashing lights (9/18/23)~~
- Draft a Cost Participation Policy for Trail and Street Improvement Projects
- Line Avenue Cul de Sac

Mid-term (202~~9~~⁸)

- Acquire business park land.
 - Assist developers with private acquisition as needed.
- Commercial development
 - ~~HRA Main/Gates Project (Under Contract)~~
 - ~~Market EDA TH10 Property (Under Contract)~~
 - CRT Zoning District
 - Hotel/Hospitality Growth
- Oak Knoll/Hale's Field improvement - collaboration with ISD #728
- Parks and Rec app – directions, ads, amenities, park features
- ~~Improve Broadband Connectivity (City and County Federal Funds Depleted)~~
- Communitywide Strategic Planning Implementation (downtown district)
- Identify city actions required after Elk River Landfill closure (groundwater)
- Gravel mining closure (transmission line placement)
- Fire Station #1 replacement/improvements
- Implementation of Parks Master Plan
- Implementation of new Housing Study recommendations (workforce housing)

Long-term (203~~4~~³)

- Urban Service Area expansion
- C/I development
- Development of Specht property in eastern Elk River
- Trail connections
- Pedestrian Trail Connection downtown over the railroad and TH10.
- More retail development in western Elk River
- Riverwalk from Orono Park to City of Ramsey
- Highway 10 safety and mobility improvements, 165th Ave to Jarvis St.
- TH169 and 225th Avenue Safety Improvements
- Implementation of Downtown Small Area Study recommendations

- County Fairgrounds
- CRT Zoning review/update



Request for Action

To
City Council

Item Number
8.9

Meeting Date
May 20, 2024

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Resolution: Orderly Annexation

Reviewed by:
Zack Carlton
Cal Portner
Tina Allard

Action Requested

Review the petition for the concurrent detachment of part of a property that is located in the City of Ramsey and the annexation of the detached parcel by the City of Elk River. If the Council accepts the proposal, adopt the joint resolution for orderly annexation as drafted.

Background/Discussion

As stated in the applicant's narrative, Northstar Trucking would like to operate its business entirely in the City of Elk River. To accomplish that goal, Northstar and their attorneys have prepared and signed a petition for the concurrent detachment of the part of the property which is in the City of Ramsey and the annexation of the detached parcel by the City of Elk River, pursuant to the authority of Minn. Stat. §414.061, Subd. 5. A copy of the signed petition is attached. Northstar has also prepared a proposed Joint Resolution for consideration by the City Councils of Elk River and Ramsey. A copy of the proposed Joint resolution is attached.

Northstar received a CUP to operate a trucking facility on the Elk River side of their property last fall. A condition of their approval required them to initiate this annexation or install a barrier along the Elk River corporate limit. If this resolution is not supported by the City Councils of both Ramsey and Elk River, the applicant will need to move forward with the installation of a barrier.

Financial Impact
Unkown

Mission/Policy/Goal
Responsibly grow

Attachments
I. Proposal with Exhibits

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PROPOSAL FOR CONCURRENT DETACHMENT AND ANNEXATION

Current Situation

Northstar Truck & RV Parking LLC (“Northstar”) is a Minnesota company that is the sole owner of an approximately 11- acre parcel of land located at 15861 Jarvis Street NW (the “Property”). Access to the Property is via Jarvis St NW. The Property straddles the border between Sherburne and Anoka counties. Approximately 7.2 acres of the Property are in the city of Ramsey, Anoka County, identified as PIN 18-32-25-33-0002 (see aerial photo attached as **Exhibit A**) and approximately 3.83 acres of the Property are in Elk River, Sherburne County, identified as PIN 75-013-4405 (see aerial photo attached as **Exhibit B**). Northstar operates a truck and RV outdoor storage business upon the Property.

Applicant’s Request

Northstar would like to operate its business entirely in the city of Elk River. In order to accomplish that, Northstar has prepared and signed a Petition for the concurrent detachment of that part of the Property that is in the city of Ramsey and the annexation of the detached parcel by the city of Elk River, pursuant to the authority of Minn. Stat. §414.061, Subd. 5. A copy of the signed Petition is attached as **Exhibit C**. Northstar has also prepared a proposed Joint Resolution for consideration by the City Councils of Elk River and Ramsey. A copy of the proposed Joint Resolution is attached as **Exhibit D**.

Questions from Senior Planner Chris Leeseberg

1. Will the County boundary line be changed?

No, the county boundary line will remain as it is. Northstar's attorney spoke with Star Holman on March 1, 2024. Holman is the MBAU (Minnesota Boundary Adjustment Unit) Administrator in the Office of Administrative Hearings, which is the state agency with regulatory authority regarding detachments and annexations. Holman advised Northstar's attorney that the county boundary line will not be affected. She said it does not matter if, after the detachment of the parcel from Ramsey and annexation of the detached parcel by Elk River, the detached parcel remains in Anoka County. Holman pointed out that this situation is not unique, commenting that part of St. Cloud is in three different counties. Attached as **Exhibit E** is a copy of an email sent March 1 2024 from Northstar's attorney to Senior Planner Chris Leeseberg and to Stephanie Hanson, the Ramsey Community Development Director regarding this issue.

2. Will the Metropolitan Council acquire regulatory authority over the city of Elk River as a result of the requested detachment and annexation?

This question stems from the fact that pursuant to Minnesota Statutes, Chapter 473, the Metropolitan Council was established and granted specified regulatory jurisdiction, including land use planning, over the Metropolitan Area as that term is defined in Minn. Stat. § 473.121, Subd. 2. Anoka County is included in the definition of the Metropolitan Area. Sherburne County is not. Northstar's attorney discussed these issues on April 5 2024 with LisaBeth Barajas, who is the Executive Director/Community Development for the Met Council. Barajas stated that even though the detached/annexed parcel would remain in Anoka County, the Met Council would not have jurisdiction to impose comprehensive planning requirements on the city of Elk River.

3. Is Ramsey supportive of Northstar's requested detachment?

Northstar believes Ramsey will support its request, although Northstar has not yet brought the matter before the Ramsey City Council. As noted above, the Ramsey Community Development Director is aware of the request and has been copied in pertinent email communications. Northstar has on occasion also discussed the matter with Todd Larson, the Ramsey Planning Manager and has received no negative feedback. In fact, just recently Northstar discussed with a Ramsey staff person whether Northstar should apply to Ramsey for a permit to move dirt on the Ramsey parcel. The Ramsey staff person informed Northstar that it should wait until the annexation process was complete and then apply to Elk River for any required permit to proceed with bulldozer work on the annexed parcel.

Northstar hereby requests the Elk River City Council to adopt the Joint Resolution and will simultaneously also request the Ramsey City Council to adopt the Joint Resolution.

Northstar Truck & RV Parking LLC

By: Nikolay Babkin
Nikolay Babkin
Its: President

Anoka County Parcel Viewer

EXHIBIT

A

tabbles



Parcel Information:

18-32-25-33-0002
15861 JARVIS ST NW
RAMSEY
MN 55330
Plat:

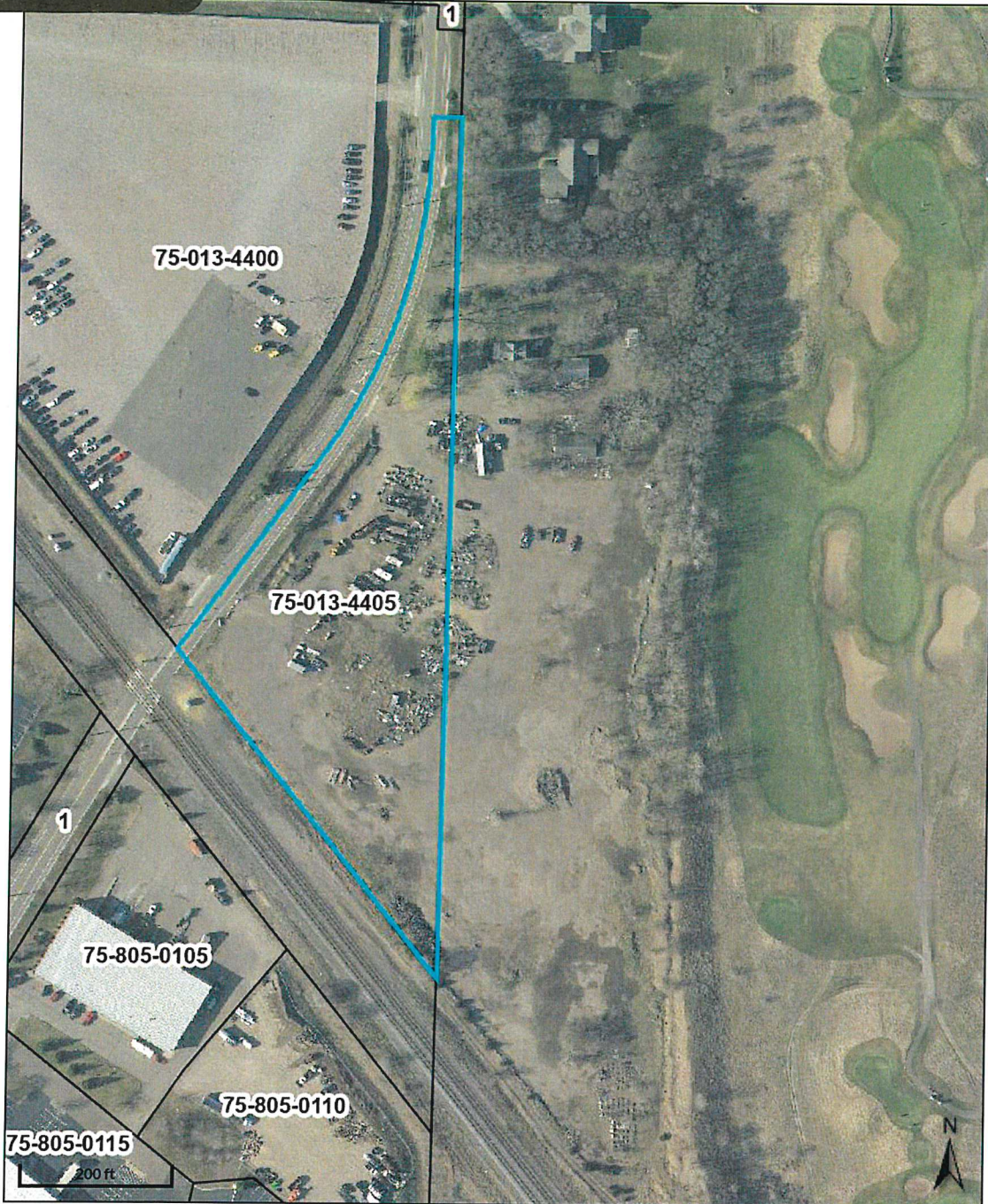
Approx. Acres: 7.22233247

Commissioner: MATT LOOK

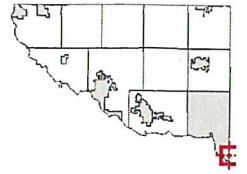
Owner Information:

NORTHSTAR TRUCK AND RV PARKING LLC
9961 TROY LN N
MAPLE GROVE
MN
55311





Overview



Legend

Public Water Inventory

Not Classified

General Development

Natural Environment

Recreational Development

Parcels

Streams

Parcel ID 75-013-4405 Alternate ID n/a
 Sec/Twp/Rng 13-32-26 Class 234-Industrial Preferred
 Property Address Acreage 3.83
 District ELK RIVER CITY
 Brief Tax Description n/a
 (Note: Not to be used on legal documents)

Owner Address 9961 TROY LN N
 MAPLE GROVE MN 55311

PROPERTY OWNER PETITION FOR CONCURRENT
DETACHMENT AND ANNEXATION

IN THE MATTER OF THE PETITION BY THE SOLE PROPERTY OWNER FOR THE
DETACHMENT OF CERTAIN LAND FROM THE CITY OF RAMSEY, MINNESOTA AND
CONCURRENT ANNEXATION TO THE CITY OF ELK RIVER, MINNESOTA PURSUANT
TO MINNESOTA STATUTES §414.061, SUBD. 5.

To: Office of Administrative Hearings
Municipal Boundary Adjustment Unit
PO Box 64620
St. Paul, MN 55164-0620

The undersigned, being the sole owner of the following described land, hereby requests
the Municipal Boundary Adjustment Unit of the Office of Administrative Hearings to detach said
property from the City of Ramsey, and annex it to the City of Elk River, pursuant to Minnesota
Statutes
§ 414.061, Subd. 5:

That part of the South 1155 feet of the West 297 feet of the Southwest Quarter of the
Southwest Quarter of Section 18, Township 32, Range 25, lying North of railroad right -
of - way, Anoka County, Minnesota.

In bringing forward this Petition, the Petitioner states that:

1. There is one property owner in the area proposed for detachment/annexation.
2. The property is presently within the City of Ramsey, Anoka County (PID 18-32-25-33-0002, hereafter the "Ramsey Parcel") and abuts the City of Elk River, County of Sherburne.
3. The property proposed for detachment/annexation is approximately 7.22 acres in size.
4. This boundary adjustment is being requested because: Petitioner also owns an adjoining parcel located in the City of Elk River, Sherburne County, Minnesota (PID 75-013-0110). Petitioner intends to start a business on the combined parcels. The only access is via public roads in the City of Elk River. Petitioner desires to have its business located on land that is located entirely in one city.

Date: January 16, 2024

Petitioner/Property Owner:

Northstar Truck & RV Parking LLC

By: Nikolay Babkin

Nikolay Babkin

Its: President



CITY OF ELK RIVER
RESOLUTION NO. _____

CITY OF RAMSEY
RESOLUTION NO. _____

A JOINT RESOLUTION REQUESTING CONCURRENT DETACHMENT FROM RAMSEY
AND ANNEXATION INTO ELK RIVER OF CERTAIN LANDS PURSUANT TO
MINNESTOA STATUTES SECTION 414.061.

WHEREAS, the property located at 15861 Jarvis St. NW (PIN 18-32-25-33-0002) is currently within the City of Ramsey and Anoka County and is legally described as:

That part of the South 1155 feet of the West 297 feet of the Southwest Quarter of the Southwest Quarter of Section 18, Township 32, Range 25, lying North of railroad right - of - way, Anoka County, Minnesota (the "Annexation Property"); and

WHEREAS, the Annexation Property is approximately 7.22 acres in size, and is depicted on the Exhibit attached hereto and incorporated herein; and

WHEREAS, the Annexation Property is located on the border of the City of Elk River; and

WHEREAS, a petition by the sole owner of the Annexation Property was received requesting that the Annexation Property be detached form the City of Ramsey and annexed by the City of Elk River; and

WHEREAS, the City of Ramsey and the City of Elk River want the entire Annexation Property to be located within the corporate limits of the City of Elk River; and

WHEREAS, The City of Ramsey and the City of Elk River want to modify their mutual municipal boundary to permit the Annexation Property to be located entirely within the City of Elk River; and

WHEREAS, to modify the boundary, the City of Ramsey desires to detach and the City of Elk River desires to annex the Annexation Property pursuant to Minnesota Statutes § 414.061.

NOW, THEREFORE, BE IT RESOLVED:

1. The Cities of Ramsey and Elk River jointly request that the Minnesota Office of Administrative Hearings, Municipal Boundary Adjustment Unit concurrently detach the Annexation Property from the City of Ramsey and annex the same to the City of Elk River at the earliest possible date.
2. The City Planner for the City of Elk River is authorized to submit this joint resolution along with all appropriate application materials to the Minnesota Office of Administrative Hearings, Municipal Boundary Adjustment Unit for the purpose set forth herein.

Adopted by the City Council of the City of Ramsey on _____, 2024.

Mark E. Kuzma, Mayor

Attest: _____
Katie Schmidt, City Clerk

Adopted by the City Council of the City of Elk River on _____, 2024.

John J. Dietz, Mayor

Attest: _____
Tina Allard, City Clerk

Exhibit E

From: David J. Lenhardt
Sent: Friday, March 1, 2024 11:48 AM
To: Leeseberg, Chris <CLEeseberg@ElkRiverMN.gov>; Nikolay Babkin <northstarparkingmn@gmail.com>
Cc: shanson@cityoframsey.com
Subject: RE: Annexation - Northstar Truck & RV Parking LLC

Hello Chris and Stephanie:

I discussed the issues raised by the Elk River City Attorney with Star Holman, who is the MBAU (Minnesota Boundary Adjustment Unit) Administrator. Star told me that the fact that my client's Ramsey parcel is in Anoka county, while Elk River is in Sherburne county does not matter and that no action is needed by the two County Boards. She added that this happens fairly often, that the county boundaries will not change, and that there is no need to change the county boundaries. She referenced the city of St. Cloud, which is in three different counties. Star also stated to me that once the detachment/annexation is completed, Anoka county will just change how it identifies the parcel (i.e., assign it a different Anoka county PIN than it now has).

My client would like to move forward with the Petition and proposed Joint Resolution, so I reiterate our request that this matter be brought before the two city councils for consideration. Attached is my revised Joint Resolution which incorporates the Elk River City Attorney's edits.

Star Holman said that she is available to discuss this with you or your city attorneys if that would be helpful. Her contact information is:

Star Holman
MBAU Administrator
star.holman@state.mn.us
651-361-7909

I appreciate your attention to this. Please contact me if you require any other information.

Regards,

David J. Lenhardt, Esq.
Partner
GRIES LENHARDT ALLEN, P.L.L.P.
(763) 497-3099 x213



Request for Action

To
City Council

Item Number
10.1

Meeting Date
May 20, 2024

Prepared By
Zack Carlton, Community Development Director

Item Description
Concept Review: Twin Cities Land Development -
City Sewer Service

Reviewed by:
Zack Carlton
Cal Portner
Tina Allard

Action Requested

Provide the applicant with non-binding feedback regarding their proposed subdivision.

Background/Discussion

The applicant, Twin Cities Land Development, has proposed a residential subdivision previously reviewed by the City Council. The site has been the subject of two different proposals and is near the intersection of Ranch Road (CR 33) and Elk Lake Road (CR 1). The first proposal sought to develop the area as an urban site with lots less than 1/4 acre and served by city sewer and water. This proposal initiated a Utility Expansion Study which was discussed at a joint meeting of the City Council and Elk River Municipal Utilities in January 2023. The meeting consensus was that full services should not be extended to this site due to the cost and potential challenges with an urban-style subdivision disconnected from the rest of the city. The joint meeting also provided staff with guidance that the long-standing practice of extending both sewer and water together for new developments should remain as a standard practice.

The second concept reviewed for this site proposed development consistent with our R-1b zoning code and includes lots of 1-acre and up. The entire subdivision was proposed to include private wells and septic systems. The Council and Planning Commission generally supported the proposal, which included approximately 100 single-family home sites.

The current applicant is seeking feedback regarding a project that would maintain the lower-density layout supported by the Council but would connect to the existing sanitary line that was installed to service the failed Windsor Park cluster system. The developer would like to install a collection system beneath the proposed street network and tie it into the city line at the SE corner of the project area. Each home would be serviced by a private well. The proposal is a departure from previous guidance of new developments being serviced by both city sewer and water.

The proposal was presented to the Elk River Municipal Utilities (ERMU) Commission on May 14, 2024, for feedback regarding the typical practice of new developments connecting to both services. After a discussion outlining the challenges and timelines for extending water to this site and the merits of a project connecting to sanitary sewer without city water, the commission was generally comfortable with their proposal. The

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Commission acknowledged that billing would be a challenge, but noted that the same practice is currently done elsewhere in the city. The developer also spoke during that meeting to note that this is a unique situation where they had an opportunity to address the common failure point of a rural subdivision by removing the septic systems.

The ERMU Commission also discussed the capacity of the existing service line along with how the trunk fees for Windsor Park were assessed. Staff will provide additional information regarding capacity and fees during the meeting.

Financial Impact

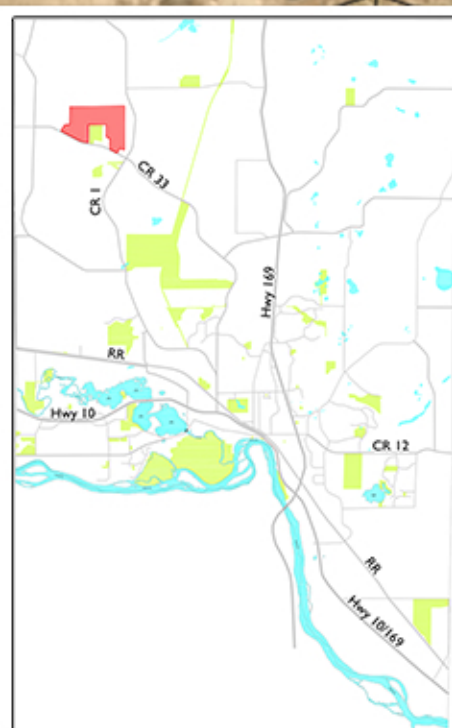
None

Mission/Policy/Goal

Supports the growth and development of the residential community.

Attachments

1. Location Map
2. Project Narrative
3. Concept Overlay



Project Location Map

Twin Cities Land Development

Concept Review

Case No: CR 24-03

Ranch Road Development Acreage Lots in Elk River - Concept Plan

The team at Twin Cities Land Development (TCLD) is pleased to propose a concept for a new residential neighborhood along Ranch Road in Elk River, MN.

PROJECT SUMMARY

The Ranch Road Development proposes:

- **~105 new construction, for-sale homes (across ~217 gross acres)**
- **A range of lot sizes for buyers to choose from (min 1 acres to 8+ acres)**

Our understanding is that alternative concepts for development at this location have been considered in the past, and that the City has generally indicated a desire for lower density housing within this area of the City. We agree that this is the highest and best use for this land, considering the beauty of the existing land and the surrounding community context. We are confident that there is very strong builder/home-buyer demand for larger acreage residential lots in Elk River.

The overall layout of the neighborhood is designed to showcase and preserve the existing natural resources - a winding rural road and a new public trail will allow connections to nature and neighbors. The project proposes dedication of land to the City, which could be used to expand and enhance public access to the existing Burr Oak Park.

DEVELOPMENT GOALS

Through the development at Ranch Road, TCLD aims to achieve mutually desired community benefits for both existing and new residents in Elk River. **Through the creation of a new, thoughtfully crafted residential neighborhood, Ranch Road Development strives to bring to life the City's vision for the Ranch Road Corridor in the following ways:**

1. **Residential Land Use: Encourage residential development with a variety of housing types that fosters high-quality, livable neighborhoods, supports the established character of the area, and fosters greater housing choice.** Ranch Road Development is positioned between the more traditional Windsor neighborhood and surrounded by agricultural / rural land. The project proposes a mix of lot sizes that will provide a complementary buffer and transition between the existing uses. Ranch Road Development will help to expand the range of housing options available in the City of Elk River and provide much-needed new home-ownership opportunities. The neighborhood design allows for a range of price points and considers that many homebuyers today wish to be part of a community with a strong sense of place while also providing a sense of independence and open private space.
2. **Parks / Connectivity: City comprehensive plans indicate a desire for new residential neighborhoods to provide new trail connections.** Elk River's Trails Master Plan indicates a desire for regional trail connections in this general area of the City that can promote walkability and connect residents to public parks. Ranch Road Development proposes a new public trail that will connect new residents as well as existing area residents to the existing Burr Oak Park. In addition, the project proposes two areas of park land dedication totaling ~3 acres to expand the existing park area. We believe parks and trails are critical amenities for the community and are pleased to support this public interest.

3. Thoughtful Utility Design: Evaluate the pros/cons of septic versus municipal sewer service.

Rural developments typically include individual wells and septic systems. The proposed concept plan has been sized in a manner that will support this traditional well/septic rural configuration. However, based on preliminary engineering review and analysis of the 2023 Feasibility Report prepared by WSB for the City of Elk River, **we propose that there is a unique opportunity to provide homebuyers with a hybrid utility model;** each lot can be served by individual wells for water service, yet can connect to Municipal Sewer via the existing Windsor Lift Station (as described in the Feasibility study through the Northwest Expansion area findings).

This hybrid well/sewer configuration has been successfully executed in many communities and provides an appealing option for both homebuyers as well as municipalities. New lots would contribute Sewer Extension Costs and SAC Fees, providing the funding to support long-term maintenance – providing City control over the system’s function. Homebuyers will benefit from the efficiencies and peace of mind that municipal sewer services provide, while retaining the sought-after rural feel and character that come with well-water and acreage lots. TCLD is seeking City feedback and interest in this proposed hybrid utility model.

We sincerely appreciate your time, and all feedback, suggestions, or questions that the City may be able to provide. We look forward to the opportunity to collaborate with you to bring a shared vision to fruition for the Ranch Road Corridor.

Thank you,

Carla Dunham

Twin Cities Land Development



ABOUT US

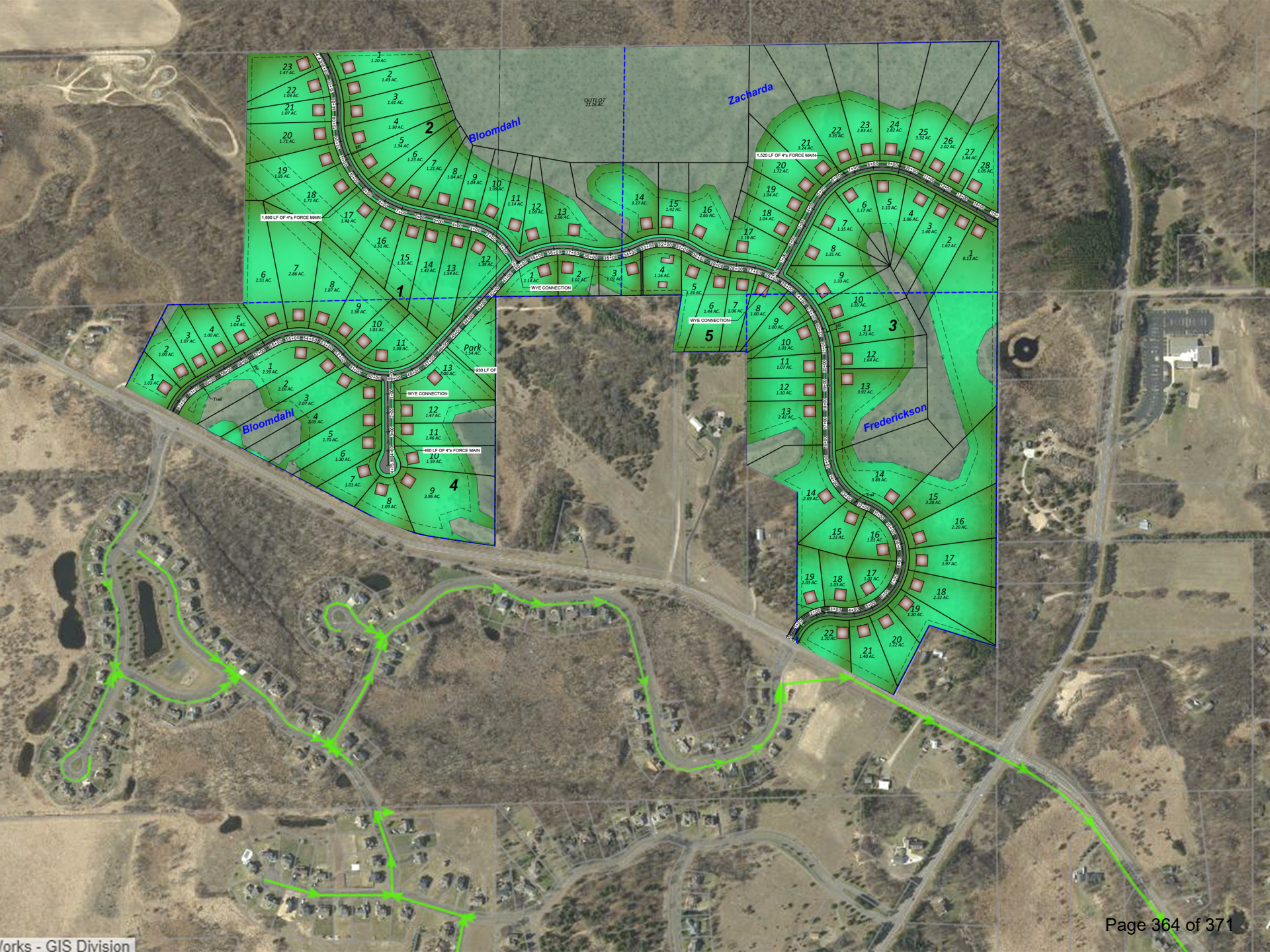
The TCLD team has experience in every facet of Twin Cities real estate development, investment, and management. The project team has developed thousands of single-family and multi-family lots, establishing itself as the most prominent locally owned lot developer in the Twin Cities.

As a trusted residential developer, our track record speaks for itself. Over the years, we have successfully brought numerous projects to life, earning a reputation for integrity, reliability, and exceptional results. Our diverse portfolio showcases our ability to adapt to evolving market trends and deliver projects that stand the test of time. Learn more at: www.TCLandDev.com.

LOCAL DEVELOPMENT EXPERIENCE



Project	Lots	City	Status
1 Forest Hill Farms	35	Forest Lake	Completed
2 Pleasant Creek	44	Prior Lake	Completed
3 Headwaters	54	Forest Lake	Completed
4 Prairie Village	70	Hugo	Completed
5 Territory	25	Prior Lake	Completed
6 Pines at Elm Creek	58	Plymouth	Completed
7 Boulder Ponds	99	Lake Elmo	Completed
8 Adelaide Landing	324	Hugo	Active
9 Orono Preserve	39	Orono	Completed
10 Brayburn Trails	256	Dayton	Active
11 Glen View Farm	141	Woodbury	Active
12 Oakwood Ponds	210	Blaine	Active
13 Mill Pond	93	Blaine	Active
14 Gateway	16	Grant	Completed
15 Woods of Medina	16	Medina	Active
16 Lexington Waters	272	Blaine	Active
17 Anton Village	335	St. Michael	Active
18 Evanswood	365	Maple Grove	Active
19 Brayburn Trails East	146	Dayton	Active
20 Trott Brook Crossing	275	Ramsey	Active



CITY OF ELK RIVER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2024

101-GENERAL FUND

FINANCIAL SUMMARY

33.33% OF YEAR COMPLETED

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE	PRIOR FY YTD BALANCE
--	-------------------	-------------------	------------------------	----------------	-------------------	-------------------------

REVENUE SUMMARY

General Fund	21,570,600.00	249,119.66	1,156,443.55	5.36	20,414,156.45	1,250,792.82
TOTAL REVENUES	21,570,600.00	249,119.66	1,156,443.55	5.36	20,414,156.45	1,250,792.82
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EXPENDITURE SUMMARY

General Government

City Council	213,550.00	4,026.83	62,136.59	29.10	151,413.41	61,485.11
Communications	485,300.00	35,069.98	140,003.02	28.85	345,296.98	130,129.99
Administrative Services	721,850.00	53,371.56	216,732.24	30.02	505,117.76	206,577.67
Human Resources	426,550.00	24,872.53	122,140.53	28.63	304,409.47	119,785.50
Elections	75,500.00	889.69	25,588.59	33.89	49,911.41	6,213.68
Finance	800,750.00	120,296.32	304,570.02	38.04	496,179.98	263,337.13
Information Technology	731,500.00	47,175.82	176,349.38	24.11	555,150.62	173,694.45
Legal	275,000.00	56,963.25	82,080.32	29.85	192,919.68	67,323.88
Community Development	0.00	0.00	34,248.42	0.00	(34,248.42)	90,379.93
Planning	485,100.00	34,728.95	139,290.95	28.71	345,809.05	76,516.53
Building Maintenance	1,085,250.00	78,976.73	320,937.29	29.57	764,312.71	309,823.52
TOTAL General Government	5,300,350.00	456,371.66	1,624,077.35	30.64	3,676,272.65	1,505,267.39

Public Safety

Police Administration	1,175,550.00	82,802.82	502,504.72	42.75	673,045.28	448,769.82
Patrol	3,780,150.00	262,927.99	1,105,057.00	29.23	2,675,093.00	1,107,618.97
Investigations	1,430,850.00	81,102.97	333,148.59	23.28	1,097,701.41	388,367.55
Police Support Services	945,800.00	60,657.43	240,650.16	25.44	705,149.84	202,109.74
Police Reserves	16,550.00	45.10	678.84	4.10	15,871.16	1,551.19
Public safety building	229,500.00	19,881.09	54,111.20	23.58	175,388.80	53,607.05
Fire Administration	1,332,800.00	71,233.97	338,838.19	25.42	993,961.81	336,885.31
Fire Operations	630,450.00	62,361.82	184,148.90	29.21	446,301.10	213,093.35
Emergency Management	34,750.00	5,139.80	6,276.77	18.06	28,473.23	6,293.40
Building Safety	625,500.00	46,588.91	188,691.61	30.17	436,808.39	178,050.99
Code Enforcement	126,000.00	9,548.49	37,901.48	30.08	88,098.52	35,071.23
Environmental	101,700.00	12,486.25	36,574.91	35.96	65,125.09	29,791.44
TOTAL Public Safety	10,429,600.00	714,776.64	3,028,582.37	29.04	7,401,017.63	3,001,210.04

Public Works

Street Maintenance	1,742,150.00	116,359.73	452,264.34	25.96	1,289,885.66	427,240.35
Snow Removal	411,150.00	21,989.40	201,318.13	48.96	209,831.87	233,219.21
Equipment Services	397,300.00	34,155.93	122,898.80	30.93	274,401.20	99,159.51
Engineering	489,150.00	43,396.17	155,053.52	31.70	334,096.48	146,520.13
TOTAL Public Works	3,039,750.00	215,901.23	931,534.79	30.65	2,108,215.21	906,139.20

CITY OF ELK RIVER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2024

101-GENERAL FUND
FINANCIAL SUMMARY

33.33% OF YEAR COMPLETED

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE	PRIOR FY YTD BALANCE
Culture & Recreation						
Parks Department	1,743,700.00	107,399.16	430,356.66	24.68	1,313,343.34	327,024.11
Parks & Rec Admin	621,100.00	80,676.39	215,356.55	34.67	405,743.45	175,177.23
Recreation Programs	181,550.00	2,920.14	21,700.36	11.95	159,849.64	26,050.98
Farmers Market	9,500.00 (	76.22)	489.96	5.16	9,010.04	762.73
Sr Citizen Programs	196,000.00	16,442.60	61,614.85	31.44	134,385.15	51,761.02
TOTAL Culture & Recreation	2,751,850.00	207,362.07	729,518.38	26.51	2,022,331.62	580,776.07
Economic Development						
Economic Development	0.00	3,282.72	35,807.49	0.00 (	35,807.49)	29,479.13
Energy City	49,050.00	2,102.72	8,916.16	18.18	40,133.84	8,100.44
TOTAL Economic Development	49,050.00	5,385.44	44,723.65	91.18	4,326.35	37,579.57
General						
TOTAL EXPENDITURES	21,570,600.00	1,599,797.04	6,358,436.54	29.48	15,212,163.46	6,030,972.27
	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0.00 (	1,350,677.38)	(5,201,992.99)		5,201,992.99 (	4,780,179.45)

CITY OF ELK RIVER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2024

101-GENERAL FUND

33.33% OF YEAR COMPLETED

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE	PRIOR FY YTD BALANCE
<u>Taxes</u>						
101-3-0000-3111 Current Ad Valorem Taxes	14,917,700.00	0.00	(3,325.92)	0.02-	14,921,025.92	0.00
101-3-0000-3112 Delinquent Ad Valorem Taxes	0.00	0.00	2,573.46	0.00	(2,573.46)	0.00
101-3-0000-3121 Gravel Tax	225,000.00	0.00	0.00	0.00	225,000.00	8,943.23
101-3-0000-3131 Penalties/Interest	0.00	0.00	752.46	0.00	(752.46)	0.00
TOTAL Taxes	15,142,700.00	0.00	0.00	0.00	15,142,700.00	8,943.23
<u>Licenses & Permits</u>						
101-3-0000-3211 Liquor License	82,000.00	15,955.00	26,235.00	31.99	55,765.00	21,620.00
101-3-0000-3212 THC License	4,000.00	0.00	400.00	10.00	3,600.00	1,600.00
101-3-0000-3213 Cigarette License	4,000.00	0.00	450.00	11.25	3,550.00	300.00
101-3-0000-3214 Rental License	65,000.00	5,470.00	20,210.00	31.09	44,790.00	29,550.00
101-3-0000-3216 Mining License	26,000.00	0.00	0.00	0.00	26,000.00	0.00
101-3-0000-3217 Garbage Hauler License	2,500.00	110.00	2,505.00	100.20	(5.00)	765.00
101-3-0000-3218 Other Business License/Permit	16,000.00	1,180.00	4,590.00	28.69	11,410.00	6,460.00
101-3-0000-3229 NPDES Permit	23,000.00	1,575.00	2,100.00	9.13	20,900.00	(2,275.00)
101-3-0000-3231 Building Permit	600,000.00	31,249.70	88,858.75	14.81	511,141.25	121,178.05
101-3-0000-3232 Plumbing/Heating Permit	160,000.00	7,029.58	25,914.81	16.20	134,085.19	38,800.92
101-3-0000-3233 Permit Surcharge	700.00	184.60	1,532.36	218.91	(832.36)	817.64
101-3-0000-3235 Animal License	0.00	0.00	50.00	0.00	(50.00)	560.00
101-3-0000-3237 Other Non-Business Lic/Permit	25,000.00	565.00	3,786.19	15.14	21,213.81	3,640.00
TOTAL Licenses & Permits	1,008,200.00	63,318.88	176,632.11	17.52	831,567.89	223,016.61
<u>Intergovernmental Rev</u>						
101-3-0000-3311 Federal Grant	0.00	0.00	0.00	0.00	0.00	308.70
101-3-0000-3322 MV Credit	6,000.00	0.00	0.00	0.00	6,000.00	0.00
101-3-0000-3323 Fire State Aid	230,000.00	0.00	3,000.00	1.30	227,000.00	4,000.00
101-3-0000-3325 Police 2% Aid	340,000.00	0.00	0.00	0.00	340,000.00	0.00
101-3-0000-3326 Police Training Reimb	35,000.00	0.00	0.00	0.00	35,000.00	0.00
101-3-0000-3329 State Crime Prevention Grant	48,000.00	0.00	0.00	0.00	48,000.00	0.00
TOTAL Intergovernmental Rev	659,000.00	0.00	3,000.00	0.46	656,000.00	4,308.70
<u>Charges for Services</u>						
101-3-0000-3412 Planning & Zoning Fees	25,000.00	2,775.00	8,500.00	34.00	16,500.00	7,991.50
101-3-0000-3413 Plan Check Fee	250,000.00	11,799.49	42,482.35	16.99	207,517.65	72,604.51
101-3-0000-3415 Special Assessment Search	500.00	30.00	60.00	12.00	440.00	30.00
101-3-0000-3417 Copies	1,500.00	117.01	453.62	30.24	1,046.38	328.93
101-3-0000-3430 Lockout Fees	3,500.00	240.00	720.00	20.57	2,780.00	1,020.00
101-3-0000-3431 Police Services	45,000.00	2,590.00	11,226.82	24.95	33,773.18	11,580.00
101-3-0000-3432 School Liaison	183,000.00	7,433.76	93,556.76	51.12	89,443.24	89,805.56
101-3-0000-3434 Animal Impound Fee	500.00	150.00	250.00	50.00	250.00	300.00
101-3-0000-3436 Fire Contracts	400,000.00	0.00	259,592.96	64.90	140,407.04	238,139.39
101-3-0000-3437 Fire Services	3,000.00	1,459.34	1,009.34	33.64	1,990.66	(300.00)
101-3-0000-3451 Street Services	35,000.00	4,375.00	9,127.50	26.08	25,872.50	5,170.00
101-3-0000-3452 Engineering Services Reimb	20,000.00	0.00	0.00	0.00	20,000.00	5,986.60

CITY OF ELK RIVER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2024

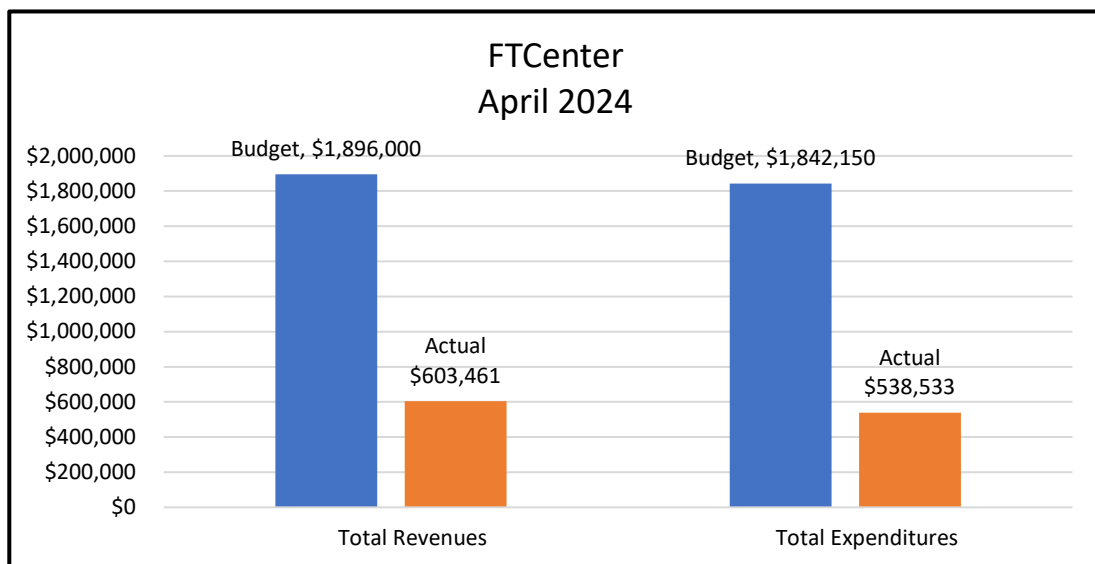
101-GENERAL FUND

33.33% OF YEAR COMPLETED

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE	PRIOR FY YTD BALANCE
REVENUES						
101-3-0000-3461 Recreation Fees	50,000.00	12,665.00	28,439.04	56.88	21,560.96	27,204.25
101-3-0000-3462 Sr Center Activities	43,000.00	3,338.63	16,832.31	39.14	26,167.69	18,790.70
101-3-0000-3463 Farmer's Market	12,000.00	910.00	18,965.00	158.04 (	6,965.00)	20,280.00
101-3-0000-3469 Elk RiverFest	20,000.00	7,150.00	11,010.00	55.05	8,990.00	2,900.00
101-3-0000-3472 Park Use Fee	40,000.00	6,134.44	20,862.31	52.16	19,137.69	16,718.54
101-3-0000-3483 Sewer Inspection Fee	15,000.00	2,400.00	3,245.00	21.63	11,755.00	1,360.00
101-3-0000-3484 Contractor License Check	1,200.00	80.00	230.00	19.17	970.00	35.00
TOTAL Charges for Services	1,148,200.00	63,647.67	526,563.01	45.86	621,636.99	519,944.98
<u>Fines & Forfeits</u>						
101-3-0000-3510 Court Fines	150,000.00	13,634.91	41,358.45	27.57	108,641.55	39,014.31
101-3-0000-3512 Ordinance Violations	0.00	0.00	0.00	0.00	0.00	1,600.00
TOTAL Fines & Forfeits	150,000.00	13,634.91	41,358.45	27.57	108,641.55	40,614.31
<u>Special Assessments</u>						
<u>Other Revenue</u>						
101-3-0000-3621 Interest Income	150,000.00	0.00	56,779.06	37.85	93,220.94	52,607.39
101-3-0000-3625 Refunds & Reimbursements	145,000.00 (	5,381.70) (	33,195.20)	22.89-	178,195.20 (	1,668.48)
101-3-0000-3626 Contributions	25,000.00	0.00	25,750.00	103.00 (	750.00)	39,760.00
101-3-0000-3629 Miscellaneous Revenue	10,000.00	942.47	3,082.93	30.83	6,917.07	2,615.03
TOTAL Other Revenue	330,000.00 (	4,439.23)	52,416.79	15.88	277,583.21	93,313.94
<u>Other Financing Sources</u>						
<u>Transfers In</u>						
101-3-0000-3921 Transfers	0.00	0.00	0.00	0.00	0.00	748.79
101-3-0000-3926 Transfer-Capital Outlay Reserv	89,000.00	0.00	8,500.00	9.55	80,500.00	0.00
101-3-0000-3942 Transfer-WWTS	175,000.00	0.00	0.00	0.00	175,000.00	0.00
101-3-0000-3943 Transfer-Liquor	1,000,000.00	0.00	0.00	0.00	1,000,000.00	0.00
101-3-0000-3944 Transfer-Garbage	250,000.00	0.00	0.00	0.00	250,000.00	0.00
101-3-0000-3945 Transfer-Utilities	1,400,000.00	112,957.43	347,973.19	24.86	1,052,026.81	359,902.26
101-3-0000-3946 Transfer-Stormwater	135,000.00	0.00	0.00	0.00	135,000.00	0.00
101-3-0000-3948 Transfer-EDA	46,000.00	0.00	0.00	0.00	46,000.00	0.00
101-3-0000-3949 Transfer-HRA	37,500.00	0.00	0.00	0.00	37,500.00	0.00
TOTAL Transfers In	3,132,500.00	112,957.43	356,473.19	11.38	2,776,026.81	360,651.05
TOTAL General Fund	21,570,600.00	249,119.66	1,156,443.55	5.36	20,414,156.45	1,250,792.82
TOTAL REVENUE	21,570,600.00	249,119.66	1,156,443.55	5.36	20,414,156.45	1,250,792.82
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**CITY OF ELK RIVER
MULTIPURPOSE FACILITY - BUDGET TO ACTUAL
MONTH ENDED APRIL 30, 2024**

	Current Budget	Year to Date Actual	% of Budget
Revenues:			
Ice Rental	\$893,500	\$278,207	31.14%
Admissions	45,000	23,687	52.64%
Dry Floor Events/Craft Shows	7,000	465	6.64%
Facility Rental	244,400	73,754	30.18%
Advertising/Naming Rights/Sponsorships	178,000	29,904	16.80%
Recreation fees (Skating/Hockey)	290,000	89,623	30.90%
Concessions/vending	229,000	102,147	44.61%
Other Revenues (interest, etc.)	9,100	5,674	62.35%
Total Revenues	\$1,896,000	\$603,461	31.83%
Operating expenses:			
Personal services	\$900,650	\$318,674	35.38%
Supplies	159,800	88,129	55.15%
Other service charges	661,300	131,730	19.92%
Capital Outlay	120,400	0	0.00%
Total Expenditures	\$1,842,150	\$538,533	29.23%
Revenues over/(under) expenditures	\$53,850	\$64,927	



CITY OF ELK RIVER
ENTERPRISE FUNDS - BUDGET TO ACTUAL
MONTH ENDED APRIL 30, 2024

	Liquor			Sewer			Garbage			Stormwater		
	Current Budget	Year to Date Actual	% of Budget	Current Budget	Year to Date Actual	% of Budget	Current Budget	Year to Date Actual	% of Budget	Current Budget	Year to Date Actual	% of Budget
Sales and cost of sales:												
Sales	\$ 8,161,000	\$ 2,449,784	30.02%									
Cost of sales	(6,028,000)	(1,485,980)	24.65%									
Gross profit	2,133,000	963,803	45.19%									
Operating revenues:												
User charges	-	-	-	\$ 2,630,000	\$ 680,961	25.89%	\$ 2,009,800	\$ 483,161	24.04%	\$ 630,000	\$ 166,290	26.40%
Delinquency collections	-	-	-	1,000	-	0.00%	-	117	-	-	19	-
Other	9,000	1,320	14.67%	180,000	48,271	26.82%	-	-	-	-	-	-
Total operating revenues	9,000	1,320	14.67%	2,811,000	729,232	25.94%	2,009,800	483,278	24.05%	630,000	166,309	26.40%
Operating expenses:												
Personal services	1,070,500	368,329	34.41%	863,500	258,133	29.89%	45,550	14,860	32.62%	-	-	-
Supplies	28,100	17,543	62.43%	324,600	71,114	21.91%	23,400	542	2.32%	1,000	-	0.00%
Other service charges	355,950	76,387	21.46%	972,410	219,649	22.59%	1,773,250	412,159	23.24%	453,600	51,788	11.42%
Depreciation *	100,000	-	0.00%	1,705,000	-	0.00%	-	-	-	495,000	-	0.00%
Total operating expenses	1,554,550	462,259	29.74%	3,865,510	548,896	14.20%	1,842,200	427,561	23.21%	949,600	51,788	5.45%
Operating income (loss)	587,450	502,864	85.60%	(1,054,510)	180,335	-17.10%	167,600	55,717	33.24%	(319,600)	114,520	-35.83%
Nonoperating revenues (expenses):												
Interest income	125,000	24,377	19.50%	125,000	62,383	49.91%	8,000	5,804	72.55%	25,000	13,561	54.24%
Interest expense/agent fees	-	-	-	(82,800)	(42,918)	51.83%	-	-	-	-	-	-
Total nonoperating revenues (expenses)	125,000	24,377	19.50%	42,200	19,466	46.13%	8,000	5,804	72.55%	25,000	13,561	54.24%
Income (loss) before contributions & transfers	712,450	527,242	74.00%	(1,012,310)	199,801	-19.74%	175,600	61,521	35.03%	(294,600)	128,081	-43.48%
Contributions - connection fees	-	-	-	1,000,000	60,290	6.03%	-	-	-	-	-	-
Sale of assets	-	-	0.00%	-	1,700	0.00%	-	-	0.00%	-	-	0.00%
Transfers out	(1,250,000)	-	0.00%	(175,000)	-	0.00%	(58,000)	-	0.00%	(175,000)	-	0.00%
NET INCOME (LOSS)	(537,550)	527,242	-98.08%	(187,310)	261,791	-139.76%	117,600	61,521	52.31%	(469,600)	128,081	-27.27%
Items reclassified to balance sheet at year end:												
Bond Proceeds				-	-	-						
Capital Outlay	(91,000)	-	-	(173,000)	(39,233)	-	-	-	-	-	-	-
Bond Payment (Payoff 2014B Refunded Debt)	-	-	-	(520,000)	(520,000)	-	-	-	-	-	-	-
Revenues over/(under) expenditures	(628,550)	527,242		(880,310)	(297,441)		117,600	61,521		(469,600)	128,081	

* Recorded at year-end

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
002-1010	Cash - Section 125		7,529.04	1,992.79	9,521.83
101-1010	Cash - General Fund		5,205,008.27	(1,940,407.27)	3,264,601.00
211-1010	Cash - Library		209,891.21	(25,090.97)	184,800.24
219-1010	Cash - Federal COVID Fund		1,421,234.97	6,704.23	1,427,939.20
221-1010	Cash - Multipurpose Facility		20,969.50	16,115.52	37,085.02
225-1010	Cash - Park Dedication		1,462,004.07	(15,393.07)	1,446,611.00
228-1010	Cash - Landfill		178,716.65	16,290.75	195,007.40
231-1010	Cash - Landfill Const Debris		848,458.36	0.00	848,458.36
240-1010	Cash - Micro Loan Fund		1,141,870.16	554.60	1,142,424.76
242-1010	Cash - State DEED		455,150.53	3,138.13	458,288.66
245-1010	Cash - Development Fund		1,297,345.33	(42,096.26)	1,255,249.07
290-1010	Cash - Capital Outlay Reserve		2,679,039.98	(60,722.93)	2,618,317.05
291-1010	Cash - Insurance Reserve	(89,543.76)	(17,422.49)	(106,966.25)	
292-1010	Cash - Govt Bldgs Reserve		4,805,951.96	321,927.79	5,127,879.75
294-1010	Cash - Drug Forfeiture		6,543.84	0.00	6,543.84
296-1010	Cash - GRE Reserve		837,389.91	(11,019.00)	826,370.91
301-1010	Cash - 2020A GO CIP Bonds		33,495.57	0.00	33,495.57
302-1010	Cash - 2021A GO CIP BONDS		19,954.48	0.00	19,954.48
333-1010	Cash - 2020B (2010/2012) Bonds	(191,636.54)	0.00	(191,636.54)	
343-1010	Cash - 2019A Sales Tax Bonds		7,636,147.18	242,853.93	7,879,001.11
401-1010	Cash - Pavement Mgmt		4,028,126.18	766,226.27	4,794,352.45
403-1010	Cash - Street Improvement		544,873.50	0.00	544,873.50
406-1010	Cash - City Wide Trunk Util		1,653,883.23	(4,946.08)	1,648,937.15
410-1010	Cash - Equipment Replacement		1,965,325.14	(31,685.86)	1,933,639.28
411-1010	Cash - Technology Replacement		43,698.12	6,331.32	50,029.44
420-1010	Cash - Active ER		1,501,293.67	(431.50)	1,500,862.17
421-1010	Cash - PS Building/Fire Sta 3		913,821.10	3,600.10	917,421.20
440-1010	Cash - Park Improvement		291,468.56	(2,055.00)	289,413.56
462-1010	Cash - TIF #22 Downtown Redev		1,342.75	0.00	1,342.75
463-1010	Cash - TIF #23 Pref Powder		5,399.29	0.00	5,399.29
465-1010	Cash - TIF 25 Jackson Hills		18,300.30	0.00	18,300.30
466-1010	Cash - TIF #26 Shoot Steel		2,381.20	0.00	2,381.20
467-1010	Cash - TIF #27 Delta Apartment		1,398.28	0.00	1,398.28
602-1010	Cash - Wastewater Treatment		9,485,517.46	92,090.13	9,577,607.59
603-1010	Cash - Liquor		3,991,512.66	(23,852.28)	3,967,660.38
605-1010	Cash - Garbage		948,346.81	23,205.79	971,552.60
607-1010	Cash - Storm Water		2,207,591.80	54,733.80	2,262,325.60
801-1010	Cash - Interest		128,089.83	106,953.80	235,043.63
821-1010	Cash - Developer Escrow		<u>1,054,375.24</u>	<u>108,389.00</u>	<u>1,162,764.24</u>
TOTAL CLAIM ON CASH			56,772,265.83	(404,014.76)	56,368,251.07
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CASH IN BANK - POOLED CASH

999-1000	A/P BANK ACCOUNTS		213,430,955.06	834,550.39	214,265,505.45
999-1001	PY BANK ACCOUNT	(185,040,878.79)	(1,238,565.15)	(186,279,443.94)	
999-1002	POOLED INVESTMENTS		<u>28,382,189.56</u>	<u>0.00</u>	<u>28,382,189.56</u>
SUBTOTAL CASH IN BANK - POOLED CASH			56,772,265.83	(404,014.76)	56,368,251.07