



City Council

Regular Meeting & Work Session Agenda

Monday, June 17, 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 June 3, 2024, City Council Regular Minutes

4.2 Check Register

4.3 Pay Estimates

4.4 Resolution 24-32 Supporting the Environmental and Natural Resources Trust Fund

4.5 Adopt-a-Storm Drain Program Agreement 24-16

4.6 Interim Police Chief Designation

4.7 2024-2025 Liquor License Renewals

4.8 Duffy Development Letter of Support for Coachman II State Funding Application

4.9 Resolution 24-33: Variance Request for Dodge Avenue and 5th Street Intersection

4.10 Separation Agreement and Waiver of Claims

4.11 Hire Northbound Manager

4.12 Resolution 24-34 Plat: Beaudry Elk River Second Addition, 19132 Elk Lake RD NW - Ken Beaudry

4.13 Select Consultant for the 2024 Downtown Small Area Plan

4.14 Extend Land Use Approvals: Plat and Conditional Use Permit (PUD) - Broadway on 10 Apartment Project

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 Planning Commission Interviews

6.3 Parks and Recreation Commission Interviews

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: Commercial Cannabis Cultivation, 10700 165th Ave NW - Vireo Health

7.2 Conditional Use Permit: Agricultural Animals (two horses) on a Residential Lot, 20373 Vance St. NW - Katie Bedbury

7.3 Conditional Use Permit: Motor Vehicle Specialty Service Station (Retail Tire Service Station), 17994 Zane Street - Les Schwab Tire Center

7.4 Interim Use Permit: Residential Occupation with Outdoor Storage, 10208 209th Ave NW - Jason Bye

7.5 Business Assistance Agreement - Heritage Millwork Project Resolution 24-35

8. GENERAL BUSINESS

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

9. MOTION TO ADJOURN REGULAR MEETING

10. WORK SESSION – 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 FT Center Room Rental and Ice Rates

11. MOTION TO ADJOURN

12. INFORMATION

12.1 Financial Report - May

The Elk River Vision

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



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**Meeting of the City Council
Held at the Elk River City Hall
Monday, June 3, 2024**

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

Members Absent: None.

Staff Present: City Administrator Cal Portner, Economic Development Director Brent O'Neil, Senior Planner Chris Leeseberg, City Clerk Tina Allard, Building Official Mark Pistulka, Finance Manager Lori Stich, and Records Specialist Katie Porath

1. CALL MEETING TO ORDER

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

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

3. CONSIDER AGENDA

Mayor Dietz stated Items 8.4 and 8.6 would be moved before Item 8.1 on the agenda.

Moved by Councilmember Westgaard and seconded by Councilmember Grupa to approve the agenda, as amended. Motion carried 4-0.

4. CONSENT AGENDA

Moved by Councilmember Beyer and seconded by Councilmember Westgaard to approve the following consent items as outlined in their respective staff reports. Motion Carried 4-0.

4.1 May 20, 2024, City Council Regular Minutes

4.2 Check Register

4.3 Executive Recruitment Contract Agreement 24-15

4.4 Hire Police Officer Magnuson

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- 4.5 Hire Police Officer Libor
 - 4.6 Call Special Budget Meetings
 - 4.7 2024-2025 Liquor License Renewals
 - 4.8 Temporary Liquor License: Aegir Brewing Company
 - 4.9 Resolution 24-27: Confirming Status of Lease Agreement with iBackCheck
 - 4.10 Emerald Ash Borer Management Plan
 - 4.11 Ordinance Amendment 24-14: Boards and Commissions and Resolution 24-28 for Summary Publication
 - 4.12 Insurance Agent of Record
 - 4.13 Resolution 24-29: Findings of Fact Approving a Variance Request for Ivan Foxcroft, 20055 Polk Street NW
 - 4.14 Purchase: Lion Fire Attack System
 - 4.15 Purchase Class A Burn Trailer
 - 4.16 Separation Agreement and Waiver of Claims
5. OPEN FORUM
No one appeared for Open Forum.
6. PRESENTATIONS, AWARDS, AND RECOGNITION
- 6.1 Planning Commission Interviews
Councilmember Wagner arrived at 6:32 p.m. following the HRA work session.

The Planning Commission applicant was not present. The Council asked to move the item to a future meeting.

6.2 Annual Comprehensive Financial Report for Year ended December 31, 2023

Ms. Stich introduced **Andrew Grice, Bergan KDV**, who presented the staff report. He reported following Bergan's audit for the fiscal year ending December 31, 2023, they have issued a clean, unmodified opinion, the best they can issue. There were no deficiencies or material weaknesses to report.

Mayor Dietz asked if there was a difference if the city reserves were at 40% or 43%. Mr. Grice explained that a higher percentage is better for bond ratings and provides more flexibility.

Mayor Dietz reviewed the balance of the liquor stores and stated Highway 169 construction had affected 2023 revenue.

Mayor Dietz clarified the long-term debt amounts listed.

Mayor Dietz stated that the fire relief association may ask for an increase in their benefits for 2025.

Councilmember Westgaard asked why the expenditures in Parks and Recreation were less than expected. Ms. Stich stated she would research.

Moved by Councilmember Westgaard and seconded by Councilmember Beyer to accept, by motion, the Annual Comprehensive Financial Report for the City of Elk River for the year ended December 31, 2023. Motion Carried 5-0.

7. PUBLIC HEARINGS

7.1 Resolution 24-30: Tax Increment Financing District and Plan for Heritage Millwork, Inc. (TIF No. 29)

Mr. O'Neil introduced **Mikaela Huot, Baker Tilly**, who presented the staff report. Ms. Huot provided a financial review and needs analysis based on a TIF plan for the original 110,000 SF building and 40,000 SF expansion. The maximum term is nine years.

The Joint Finance Committee and EDA provided recommendations for approval.

Mayor Dietz asked what the proposed interest rate would be. Ms. Huot stated it would be 5%.

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

Moved by Councilmember Grupa and seconded by Councilmember Beyer to adopt, by motion, Resolution 24-30 creating TIF District No. 29 and adopting the TIF plan. Motion Carried 4-0. Councilmember Westgaard abstained, consistent with the city's conflict of interest ordinance.

8. GENERAL BUSINESS

8.1 Ordinance Amendment 24-15: Massage Therapist Exemption

The staff report was presented.

Moved by Councilmember Wagner and seconded by Councilmember Westgaard to adopt, by motion, Ordinance 24-15 regarding exemptions from massage licensure. Motion Carried 5-0.

8.2 Ordinance Amendment 24-16: Food Trucks

The staff report was presented.

The Council discussed whether or not to have food trucks at city events.

Councilmember Wagner will discuss this issue with the Downtown Elk River Business Association (DERBA) at their June meeting and report back to the Council. The ordinance amendment will return at a future council meeting.

8.3 Liquor License Renewal: The Confluence LLC dba Edge Bar & Boutique

The staff report was presented.

Moved by Councilmember Beyer and seconded by Councilmember Westgaard to approve, by motion, the 2024-2025 liquor license renewal of an On-Sale 3.2% License with strong beer permission and a Wine License to The Confluence LLC dba Edge Bar & Boutique valid through June 30, 2025. Motion Carried 4-0. Councilmember Wagner abstained due to conflict of interest.

8.4 Resolution 24-31: Sale of Property in Nature's Edge Business Park to PLM Properties, LLC

The staff report was presented.

Moved by Councilmember Wagner and seconded by Councilmember Beyer to adopt, by motion, Resolution 24-31 authorizing the execution of a purchase agreement for the sale of city-owned land to PLM Properties, LLC, an affiliate of Heritage Millwork. Motion Carried 4-0. Councilmember Westgaard abstained due to conflict of interest.

8.5 Discuss Work Session Items

The staff report was presented.

Councilmember Wagner asked for a discussion of zoning north of 197th Ave once construction on Highway 169 wraps up including the gravel mining area.

Councilmember Beyer asked for an ongoing check-in on the expenditure of the Public Safety grant.

8.6 Extend Land Use Approvals: Plat, Conditional Use Permit, and Easement Vacation for ERX

The staff report was presented.

Heidi Goodin, representing ERX, asked the council for an extension and stated the project was almost completed.

Mayor Dietz stated he would not want to approve another extension.

Moved by Councilmember Beyer and seconded by Councilmember Westgaard to approve, by motion, a 7-month extension of the date to complete the required conditions of approval and record the following land use applications, CU 22-09, PE 22-01, and EV 22-01. The approved completion date is May 16, 2024. If approved, the extended completion date would be December 15, 2024. Motion Carried 5-0.

9. COUNCIL LIAISON UPDATES

9.1 Council Liaison Updates

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

Mayor Dietz asked if ISD #728 withdrawing their sale of the elementary school would affect plans for Oak Knoll. Mr. Portner stated there are currently no funds for the development of this area and things may change in the next several years. Councilmember Westgaard added that changes to the school superintendent and school board may also affect the plans.

Councilmember Wagner updated the Council that the downtown flower pots have been planted, and new downtown banners will be installed once brackets have arrived.

Mayor Dietz stated that the theater building will have rentable bays of around 2,200 square feet.

Councilmember Beyer thanked staff for their efforts bringing the Memorial Day event indoors due to the weather.

Councilmember Wagner added a congratulations to the graduating class of Elk River High School.

10. MOTION TO ADJOURN

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

The meeting adjourned at 7:33 PM

Minutes prepared by Katie Porath.


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John J. Dietz, Mayor

Tina Allard, City Clerk

DRAFT



Request for Action

To
City Council

Item Number
4.2

Meeting Date
June 17, 2024

Prepared By
Amy Stangler, Accounting Clerk

Item Description
Check Register as outlined in the staff report.

Reviewed by
Lori Stich
Joe Stremcha
Cal Portner
Tina Allard

Action Requested
Approve, by motion, the check register for the period ending June 17, 2024.

Background/Discussion
Shown below is a listing of the disbursements for the various funds for the period ending June 17, 2024. The details of these disbursements are attached to this request for action.

General	\$ 256,320.62
Special Revenue, Debt Service & Capital Projects	517,830.18
Enterprise	480,194.31
Escrows	1,546.00
Total for All Funds	\$ 1,255,891.11

Financial Impact
N/A

Mission/Policy/Goal
N/A

Attachments
I. 4.2 at I 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	149.22
	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	589.37
	FIRSTNET WIRELESS SVCS	WASTEWATER TREATME	WWTS Administration	<u>44.71</u>
	TOTAL:			3,836.18
AID ELECTRIC CORPORATION	ELECTRICAL SVCS	GENERAL FUND	Parks Dept	973.23
	ELECTRICAL SVCS	LIQUOR	Northbound-Operations	<u>419.00</u>
	TOTAL:			1,392.23
AIRGAS USA LLC	OXYGEN	GENERAL FUND	Patrol	<u>313.87</u>
	TOTAL:			313.87
ALL TRAFFIC SOLUTIONS, INC.	SPEEDALERT RADAR SIGNS, MA CAPITAL OUTLAY RES Emergency Management			<u>32,690.04</u>
	TOTAL:			32,690.04
AMAZON CAPITAL SERVICES	SUPPLIES	GENERAL FUND	City Council	71.96
	SUPPLIES	GENERAL FUND	Patrol	11.99
	SUPPLIES	GENERAL FUND	Patrol	23.98
	SUPPLIES	GENERAL FUND	Fire Operations	789.18
	SUPPLIES	GENERAL FUND	Fire Operations	199.79
	SUPPLIES	GENERAL FUND	Recreation Programs	255.73
	SUPPLIES	GENERAL FUND	Recreation Programs	696.49
	SUPPLIES	GENERAL FUND	Recreation Programs	171.29
	SUPPLIES	GENERAL FUND	Recreation Programs	26.90
	SUPPLIES	GENERAL FUND	Recreation Programs	9.67
	SUPPLIES	GENERAL FUND	Farmers Market	45.75
	SUPPLIES	GENERAL FUND	Farmers Market	7.90
	SUPPLIES	MULTIPURPOSE FACIL	Multipurpose Facility	1,096.89
	SUPPLIES	MULTIPURPOSE FACIL	Multipurpose Facility	11.47
	SUPPLIES	WASTEWATER TREATME	WWTS Plant	63.50
	SUPPLIES	WASTEWATER TREATME	WWTS Plant	129.26
	SUPPLIES	GARBAGE	Organics	<u>90.09</u>
	TOTAL:			3,701.84
THE AMERICAN BOTTLING CO	POP/MISC	LIQUOR	Westbound-Cost of Sale	<u>379.42</u>
	TOTAL:			379.42
AMERICAN TEST CENTER	TESTING	GENERAL FUND	Fire Operations	<u>150.00</u>
	TOTAL:			150.00
THE APPLIANCE REPAIR CENTER INC	DOOR REPAIRS	MULTIPURPOSE FACIL	Arena concessions	<u>2,982.04</u>
	TOTAL:			2,982.04
ARTISAN BEER COMPANY	BEER/FREIGHT	LIQUOR	Northbound-Cost of Sal	270.70
	BEER/FREIGHT	LIQUOR	Northbound-Cost of Sal	55.40
	BEER	LIQUOR	Northbound-Cost of Sal	127.70
	THC PRODUCTS	LIQUOR	Northbound-Cost of Sal	313.60
	BEER	LIQUOR	Northbound-Cost of Sal	175.40
	THC PRODUCTS	LIQUOR	Northbound-Cost of Sal	194.00
	THC PRODUCTS CREDIT	LIQUOR	Northbound-Cost of Sal	19.24-

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	THC PRODUCTS	LIQUOR	Westbound-Cost of Sale	318.25
	BEER	LIQUOR	Westbound-Cost of Sale	220.00
	THC PRODUCTS	LIQUOR	Westbound-Cost of Sale	<u>83.05</u>
	TOTAL:			1,738.86
ARVIG	PHONE SVCS-WW	WASTEWATER TREATME	WWTS Administration	<u>96.76</u>
	TOTAL:			96.76
ASPEN MILLS	UNIFORMS-BENDEL	GENERAL FUND	Patrol	51.80
	UNIFORMS-ROSCOE	GENERAL FUND	Patrol	677.08
	UNIFORMS-COWLEY	GENERAL FUND	Patrol	155.40
	UNIFORMS-MARTIN	GENERAL FUND	Patrol	97.85
	UNIFORMS-POSER	GENERAL FUND	Investigations	57.83
	UNIFORMS-POSER	GENERAL FUND	Investigations	107.60
	UNIFORMS-HENNES-FIRE	GENERAL FUND	Fire Administration	528.60
	UNIFORMS-HELLAND-FIRE	GENERAL FUND	Fire Operations	261.60
	UNIFORMS-HOOPER-FIRE	CAPITAL OUTLAY RES	Fire Academy	<u>99.92</u>
	TOTAL:			2,037.68
AXON ENTERPRISE, INC.	TASER TRAINING-2 OFFICERS	GENERAL FUND	Patrol	990.00
	TASER TRAINING-DALE O	GENERAL FUND	Patrol	495.00
	TASER TRAINING-2 OFFICERS	GENERAL FUND	Patrol	<u>990.00</u>
	TOTAL:			2,475.00
BARRINGTON OAKS VET HOSP	VETERINARY SVCS-4/24 & 5/2	GENERAL FUND	Patrol	<u>1,159.97</u>
	TOTAL:			1,159.97
BATTERIES PLUS BULBS	SUPPLIES	GENERAL FUND	Street Maintenance	<u>25.15</u>
	TOTAL:			25.15
ADAM D MARSHALL	ENTERTAINMENT IN PARK 6/27	GENERAL FUND	Recreation Programs	<u>350.00</u>
	TOTAL:			350.00
BEACON ATHLETICS	LINE CHALKER	GENERAL FUND	Parks Dept	<u>1,313.00</u>
	TOTAL:			1,313.00
BEAUDRY OIL CO	DIESEL FUEL	GENERAL FUND	Street Maintenance	<u>13,462.12</u>
	TOTAL:			13,462.12
BELLBOY CORP BAR SUPPLY	POP/MISC/FREIGHT	LIQUOR	Westbound-Cost of Sale	37.10
	POP/MISC/FREIGHT	LIQUOR	Westbound-Cost of Sale	<u>2.73</u>
	TOTAL:			39.83
BELLBOY CORPORATION	LIQUOR	LIQUOR	Northbound-Cost of Sal	202.98
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	947.12
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	<u>13.20</u>
	TOTAL:			1,163.30
BERNICK'S	POP/MISC	LIQUOR	Northbound-Cost of Sal	115.90
	THC PRODUCTS	LIQUOR	Northbound-Cost of Sal	40.00
	BEER	LIQUOR	Northbound-Cost of Sal	4,779.75
	POP/MISC	LIQUOR	Northbound-Cost of Sal	16.80
	THC PRODUCTS	LIQUOR	Northbound-Cost of Sal	81.00
	BEER	LIQUOR	Northbound-Cost of Sal	2,017.60
	POP/MISC	LIQUOR	Westbound-Cost of Sale	16.00
	THC PRODUCTS	LIQUOR	Westbound-Cost of Sale	45.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	BEER	LIQUOR	Westbound-Cost of Sale	1,067.10
	BEER CREDIT	LIQUOR	Westbound-Cost of Sale	22.40-
	POP/MISC	LIQUOR	Westbound-Cost of Sale	50.40
	BEER	LIQUOR	Westbound-Cost of Sale	1,449.20
	BEER CREDIT	LIQUOR	Westbound-Cost of Sale	<u>4.80-</u>
			TOTAL:	9,651.55
BERRY COFFEE COMPANY	SUPPLIES	GENERAL FUND	Building Maintenance	315.46
	SUPPLIES	GENERAL FUND	Public safety building	281.71
	SUPPLIES	GENERAL FUND	Sr Citizen Programs	<u>251.81</u>
			TOTAL:	848.98
BREAKTHRU BEVERAGE MINNESOTA	WINE	LIQUOR	Northbound-Cost of Sal	88.00
	LIQUOR	LIQUOR	Northbound-Cost of Sal	1,260.00
	POP/MISC	LIQUOR	Northbound-Cost of Sal	177.89
	WINE	LIQUOR	Northbound-Cost of Sal	1,352.00
	LIQUOR	LIQUOR	Northbound-Cost of Sal	1,538.86
	WINE CREDIT	LIQUOR	Northbound-Cost of Sal	56.00-
	LIQUOR CREDIT	LIQUOR	Northbound-Cost of Sal	10.50-
	LIQUOR	LIQUOR	Westbound-Cost of Sale	12,850.17
	POP/MISC	LIQUOR	Westbound-Cost of Sale	108.18
	LIQUOR	LIQUOR	Westbound-Cost of Sale	1,721.59
	WINE	LIQUOR	Westbound-Cost of Sale	<u>360.00</u>
			TOTAL:	19,390.19
C & L DISTRIBUTING CO	BEER CREDIT	LIQUOR	Northbound-Cost of Sal	55.40-
	BEER CREDIT	LIQUOR	Northbound-Cost of Sal	33.07-
	BEER CREDIT	LIQUOR	Northbound-Cost of Sal	51.31-
	BEER	LIQUOR	Northbound-Cost of Sal	6,455.10
	WINE/LIQUOR	LIQUOR	Northbound-Cost of Sal	1,167.40
	WINE/LIQUOR	LIQUOR	Northbound-Cost of Sal	197.40
	BEER	LIQUOR	Northbound-Cost of Sal	7,124.95
	LIQUOR	LIQUOR	Northbound-Cost of Sal	117.00
	BEER	LIQUOR	Northbound-Cost of Sal	2,675.40
	WINE/BEER	LIQUOR	Northbound-Cost of Sal	67.20
	WINE/BEER	LIQUOR	Northbound-Cost of Sal	73.52
	BEER	LIQUOR	Northbound-Cost of Sal	7,690.15
	LIQUOR	LIQUOR	Northbound-Cost of Sal	90.00
	BEER	LIQUOR	Northbound-Cost of Sal	1,514.80
	BEER CREDIT	LIQUOR	Northbound-Cost of Sal	<u>88.53-</u>
			TOTAL:	26,944.61
C & L DISTRIBUTING CO	LIQUOR	LIQUOR	Westbound-Cost of Sale	90.00
	BEER/POP/MISC	LIQUOR	Westbound-Cost of Sale	3,219.35
	BEER/POP/MISC	LIQUOR	Westbound-Cost of Sale	4.67-
	LIQUOR	LIQUOR	Westbound-Cost of Sale	1,682.80
	BEER/POP/MISC	LIQUOR	Westbound-Cost of Sale	10,511.10
	BEER/POP/MISC	LIQUOR	Westbound-Cost of Sale	<u>4.67-</u>
			TOTAL:	15,493.91
C C P INDUSTRIES INC	SUPPLIES	WASTEWATER TREATME	WWTS Plant	<u>1,018.37</u>
			TOTAL:	1,018.37
ZACK CARLTON	REIMB CELL PHONE JAN-MAY	GENERAL FUND	Planning	<u>150.00</u>
			TOTAL:	150.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CENTERPOINT ENERGY	NATURAL GAS	GENERAL FUND	Building Maintenance	1,118.67
	NATURAL GAS	GENERAL FUND	Public safety building	742.15
	NATURAL GAS	GENERAL FUND	Fire Administration	357.39
	NATURAL GAS	GENERAL FUND	Fire Administration	481.80
	NATURAL GAS	GENERAL FUND	Street Maintenance	311.84
	NATURAL GAS	LIBRARY	Library	22.77
	NATURAL GAS	MULTIPURPOSE FACIL	Multipurpose Facility	4,234.66
	NATURAL GAS	WASTEWATER TREATME	WWTS Plant	124.10
	NATURAL GAS	WASTEWATER TREATME	Lift Stations	31.67
	NATURAL GAS	WASTEWATER TREATME	Lift Stations	124.10
	NATURAL GAS	WASTEWATER TREATME	Lift Stations	37.57
	NATURAL GAS	LIQUOR	Northbound-Operations	330.10
	NATURAL GAS	LIQUOR	Westbound-Operations	<u>141.94</u>
	TOTAL:			8,058.76
CINTAS CORPORATION LOC 470	UNIFORMS RENTAL/CLEANING	WASTEWATER TREATME	WWTS Plant	134.23
	UNIFORMS RENTAL/CLEANING	WASTEWATER TREATME	WWTS Plant	123.20
	MATS, TOWELS, SCRAPERS, MO	LIQUOR	Northbound-Operations	51.50
	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	<u>54.97</u>
TOTAL:				461.58
CLASSIC ACRYLICS, INC	SUPPLIES	MULTIPURPOSE FACIL	Multipurpose Facility	<u>145.00</u>
	TOTAL:			145.00
COLLINS BROTHERS TOWING	TRANSPORT SHED-FARMERS MKT	GENERAL FUND	Farmers Market	<u>125.00</u>
	TOTAL:			125.00
COMMISSIONER OF TRANSPORTATION	TRAFFIC SIGNAL MAINT	GENERAL FUND	Street Maintenance	<u>137.05</u>
	TOTAL:			137.05
CONNECTWISE LLC	SIEM SUBSCRIPTION-JUN	GENERAL FUND	Information Technology	340.28
	SIEM APPLIANCE MAINT-JUN	GENERAL FUND	Information Technology	<u>59.18</u>
	TOTAL:			399.46
CORPORATE FOUR	INSURANCE COMMISSION	INSURANCE RESERVE	General	<u>10,500.00</u>
	TOTAL:			10,500.00
CUB FOODS	SUPPLIES	GENERAL FUND	Sr Citizen Programs	<u>44.23</u>
	TOTAL:			44.23
CULLIGAN	DEIONIZATION RENTAL SVC	WASTEWATER TREATME	WWTS Plant	40.15
	DEIONIZATION RENTAL SVC	WASTEWATER TREATME	WWTS Plant	<u>20.50</u>
	TOTAL:			60.65
CULLIGAN BOTTLED WATER	SUPPLIES	WASTEWATER TREATME	WWTS Plant	<u>54.75</u>
	TOTAL:			54.75
JAMIE DABE	PAVILION RENTAL REFUND	GENERAL FUND	General Fund	<u>194.96</u>
	TOTAL:			194.96
DACOTAH PAPER CO	SUPPLIES	GENERAL FUND	Building Maintenance	883.45
	SUPPLIES	GENERAL FUND	Public safety building	337.34
	SUPPLIES	GENERAL FUND	Fire Administration	283.90
	SUPPLIES	LIBRARY	Library	170.35

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	SUPPLIES	MULTIPURPOSE FACIL	Multipurpose Facility	686.94
	SUPPLIES	MULTIPURPOSE FACIL	Multipurpose Facility	<u>996.89</u>
			TOTAL:	3,358.87
DAHLHEIMER BEVERAGE, LLC	BEER	LIQUOR	Northbound-Cost of Sal	12,359.17
	BEER	LIQUOR	Northbound-Cost of Sal	4,659.85
	BEER	LIQUOR	Northbound-Cost of Sal	14,043.45
	BEER	LIQUOR	Northbound-Cost of Sal	8,794.04
	BEER	LIQUOR	Northbound-Cost of Sal	509.45
	BEER	LIQUOR	Northbound-Cost of Sal	<u>27,023.33</u>
			TOTAL:	67,389.29
DAHLHEIMER BEVERAGE, LLC	THC PRODUCTS	LIQUOR	Westbound-Cost of Sale	160.00
	BEER/LIQUOR	LIQUOR	Westbound-Cost of Sale	8,388.20
	BEER/LIQUOR	LIQUOR	Westbound-Cost of Sale	8.77-
	BEER/LIQUOR	LIQUOR	Westbound-Cost of Sale	1,131.10
	BEER/LIQUOR	LIQUOR	Westbound-Cost of Sale	2,255.00
	BEER	LIQUOR	Westbound-Cost of Sale	7,238.00
	BEER CREDIT	LIQUOR	Westbound-Cost of Sale	86.00-
	BEER	LIQUOR	Westbound-Cost of Sale	1,120.00
	LIQUOR	LIQUOR	Westbound-Cost of Sale	2,179.00
	BEER	LIQUOR	Westbound-Cost of Sale	5,829.25
	BEER/LIQUOR	LIQUOR	Westbound-Cost of Sale	16,583.40
	BEER/LIQUOR	LIQUOR	Westbound-Cost of Sale	236.25
	BEER CREDIT	LIQUOR	Westbound-Cost of Sale	<u>30.00-</u>
			TOTAL:	44,995.43
DESIGN ELECTRIC, INC	ELECTRICAL SVCS-CROSSWALK	GENERAL FUND	Street Maintenance	<u>523.30</u>
			TOTAL:	523.30
DISTINCTIVE WINDOW CLEANING CO	EXTERIOR WINDOW CLNG-LIQUO	LIQUOR	Northbound-Operations	93.86
	EXTERIOR WINDOW CLNG-LIQUO	LIQUOR	Westbound-Operations	<u>105.72</u>
			TOTAL:	199.58
DUSTY'S DRAIN CLEANING INC	FLOOR DRAIN REPAIRS-LIONS	GENERAL FUND	Parks Dept	<u>235.00</u>
			TOTAL:	235.00
E C M PUBLISHERS INC	NOTICE OF PH, TAX INCREMEN	DEVELOPMENT FUND	Economic Development	<u>249.40</u>
			TOTAL:	249.40
BRADLEY EISEL	REFUND ESCROW & APPL FEE	GENERAL FUND	General Fund	400.00
	REFUND ESCROW & APPL FEE	DEVELOPER ESCROW	NON-DEPARTMENTAL	<u>1,000.00</u>
			TOTAL:	1,400.00
ELK RIVER MUNICIPAL UTILITIES	WATER/ELECTRIC	GENERAL FUND	Public safety building	64.15
	WATER/ELECTRIC	GENERAL FUND	Fire Administration	1,197.56
	WATER/ELECTRIC	GENERAL FUND	Emergency Management	172.37
	WATER/ELECTRIC	GENERAL FUND	Emergency Management	140.92
	WATER/ELECTRIC	GENERAL FUND	Parks Dept	306.73
	WATER/ELECTRIC	GENERAL FUND	Parks Dept	8,296.46
	WATER/ELECTRIC	GENERAL FUND	Parks Dept	32.45
	BILLING SVCS - APR	WASTEWATER TREATME	WWTS Administration	583.32
	BILLING SVCS - MAY	WASTEWATER TREATME	WWTS Administration	583.32
	WATER/ELECTRIC	WASTEWATER TREATME	Lift Stations	572.11
	WATER/ELECTRIC	WASTEWATER TREATME	Lift Stations	12.80
	WATER/ELECTRIC	WASTEWATER TREATME	Lift Stations	2,041.81

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	WATER/ELECTRIC	LIQUOR	Northbound-Operations	2,515.56
	BILLING SVCS - APR	GARBAGE	Garbage	2,003.59
	BILLING SVCS - MAY	GARBAGE	Garbage	1,846.96
	BILLING SVCS - APR	STORM WATER	Storm Water	860.25
	BILLING SVCS - MAY	STORM WATER	Storm Water	<u>860.25</u>
			TOTAL:	22,090.61
ELK RIVER WINLECTRIC	SUPPLIES	GENERAL FUND	Building Maintenance	160.00
	SUPPLIES	GENERAL FUND	Building Maintenance	10.98
	SUPPLIES	GENERAL FUND	Public safety building	26.94
	SUPPLIES	MULTIPURPOSE FACIL	Multipurpose Facility	293.88
	SWITCH CREDIT	GOVT BUILDINGS	Recreation	<u>44.88-</u>
			TOTAL:	446.92
FACTORY MOTOR PARTS CO	PARTS	GENERAL FUND	Fire Operations	74.23
	PARTS	GENERAL FUND	Street Maintenance	98.81
	PARTS	GENERAL FUND	Equipment Services	11.79
	SUPPLIES	GENERAL FUND	Equipment Services	<u>9.27</u>
			TOTAL:	194.10
FASTENAL COMPANY	SUPPLIES	GENERAL FUND	Fire Operations	666.41
	SUPPLIES	GENERAL FUND	Fire Operations	511.78
	SHIPPING CREDIT INV 136867	GENERAL FUND	Fire Operations	303.71-
	SHIPPING CREDIT INV 136868	GENERAL FUND	Fire Operations	210.43-
	SUPPLIES	GENERAL FUND	Parks Dept	<u>17.26</u>
			TOTAL:	681.31
DANIELLE FAULHABER	TRANSCRIPTION SVCS	GENERAL FUND	Police Support Service	<u>549.83</u>
			TOTAL:	549.83
FLAGSHIP RECREATION LLC	SUPPLIES	GENERAL FUND	Parks Dept	950.00
	FOUNDATION FOR PLAYGROUND	PARK IMPROVEMENT F	Parks	<u>99,666.99</u>
			TOTAL:	100,616.99
FLEETPRIDE	PARTS	GENERAL FUND	Street Maintenance	<u>110.95</u>
			TOTAL:	110.95
FLUID INTERIORS, LLC	DEMO CHAIRS	GENERAL FUND	Building Maintenance	<u>2,887.27</u>
			TOTAL:	2,887.27
BMH ADVENTURES	ICE CAVE RENTAL FOR CONCERT	GENERAL FUND	City Council	410.00
	ICE CAVE RENTAL FOR CONCERT	GENERAL FUND	Recreation Programs	<u>2,460.00</u>
			TOTAL:	2,870.00
TWIN CITY GARAGE DOOR-GARAGE DR STORE	DOOR REPAIRS	GENERAL FUND	Fire Administration	244.00
	DOOR REPAIRS	GENERAL FUND	Street Maintenance	<u>170.00</u>
			TOTAL:	414.00
GEARED UP APPAREL	UNIFORMS-NB LIQUOR	LIQUOR	Northbound-Operations	49.65
	UNIFORMS-NB LIQUOR	LIQUOR	Northbound-Operations	74.95
	UNIFORMS-NB LIQUOR	LIQUOR	Northbound-Operations	28.70
	UNIFORMS-NB LIQUOR	LIQUOR	Northbound-Operations	199.85
	UNIFORMS-NB LIQUOR	LIQUOR	Northbound-Operations	<u>23.05</u>
			TOTAL:	376.20
GERTENS	SUPPLIES	GENERAL FUND	Parks Dept	1,218.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	1,218.00
GESTALT ENGINEERING LLC	LANDFILL ASSIST - MAY	LANDFILL	General	280.00
			TOTAL:	280.00
JSR MANAGEMENT INC	BARN FLOOR COATING PROJECT	GOVT BUILDINGS	Recreation	5,247.47
			TOTAL:	5,247.47
GOODIN COMPANY	SUPPLIES-ORONO PARK	GENERAL FUND	Parks Dept	533.56
			TOTAL:	533.56
GOPHER STATE ONE-CALL INC	LOCATION CALLS	WASTEWATER TREATME	WWTS Plant	595.35
			TOTAL:	595.35
GRAINGER	SUPPLIES	MULTIPURPOSE FACIL	Multipurpose Facility	52.04
	SUPPLIES	MULTIPURPOSE FACIL	Multipurpose Facility	10.34
	SUPPLIES CREDIT	WASTEWATER TREATME	WWTS Plant	26.41-
	SUPPLIES CREDIT	WASTEWATER TREATME	WWTS Plant	13.28-
			TOTAL:	22.69
GRANITE CITY JOBBING CO	POP/MISC/SUPPLIES/FREIGHT	LIQUOR	Northbound-Cost of Sal	1,288.14
	POP/MISC/SUPPLIES/FREIGHT	LIQUOR	Northbound-Cost of Sal	5.00
	POP/MISC	LIQUOR	Northbound-Cost of Sal	148.75
	POP/MISC/THC/SUPPLIES/FREI	LIQUOR	Northbound-Cost of Sal	982.38
	POP/MISC/THC/SUPPLIES/FREI	LIQUOR	Northbound-Cost of Sal	36.00
	POP/MISC/THC/SUPPLIES/FREI	LIQUOR	Northbound-Cost of Sal	5.00
	POP/MISC/THC/SUPPLIES/FREI	LIQUOR	Northbound-Cost of Sal	798.45
	POP/MISC/THC/SUPPLIES/FREI	LIQUOR	Northbound-Cost of Sal	36.00
	POP/MISC/THC/SUPPLIES/FREI	LIQUOR	Northbound-Cost of Sal	5.00
	POP/MISC/SUPPLIES/FREIGHT	LIQUOR	Northbound-Operations	218.26
	POP/MISC/THC/SUPPLIES/FREI	LIQUOR	Northbound-Operations	129.15
	POP/MISC/THC/SUPPLIES/FREI	LIQUOR	Northbound-Operations	105.44
	POP/MISC/FREIGHT	LIQUOR	Westbound-Cost of Sale	960.47
	POP/MISC/FREIGHT	LIQUOR	Westbound-Cost of Sale	5.00
	POP/MISC/SUPPLIES/FREIGHT	LIQUOR	Westbound-Cost of Sale	709.63
	POP/MISC/SUPPLIES/FREIGHT	LIQUOR	Westbound-Cost of Sale	5.00
	POP/MISC/FREIGHT	LIQUOR	Westbound-Cost of Sale	597.04
	POP/MISC/FREIGHT	LIQUOR	Westbound-Cost of Sale	5.00
	POP/MISC/SUPPLIES/FREIGHT	LIQUOR	Westbound-Operations	85.60
			TOTAL:	6,125.31
SUPERIOR CAPITAL HOLDINGS - DSC COMM	PARTS	GENERAL FUND	Street Maintenance	276.30
			TOTAL:	276.30
GRIMCO, INC	SIGN SUPPLIES	GENERAL FUND	Communications	112.00
	SIGN SUPPLIES	GENERAL FUND	Communications	177.15
	SIGN SUPPLIES	GENERAL FUND	Street Maintenance	154.41
			TOTAL:	443.56
ALLTREES, LLC	VERKADA CAMERA, MNT, LICEN	PARK DEDICATION FU	Parks	4,565.20
			TOTAL:	4,565.20
HACH COMPANY	SUPPLIES	WASTEWATER TREATME	WWTS Plant	885.00
			TOTAL:	885.00
NIC HAHN	DAMAGE DEPOSIT REFUND	GENERAL FUND	General Fund	100.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	100.00
HARD HEAD VETERANS LLC	HELMETS - PS AID	CAPITAL OUTLAY RES	Emergency Management	<u>1,654.50</u>
			TOTAL:	1,654.50
HEARTLAND TIRE, INC.	TIRES	GENERAL FUND	Patrol	<u>730.00</u>
			TOTAL:	730.00
HILDI INC	AUDIT VALUATION	GENERAL FUND	Finance	<u>150.00</u>
			TOTAL:	150.00
HOME DEPOT CREDIT SERVICES	SUPPLIES	MULTIPURPOSE FACIL	Multipurpose Facility	<u>22.20</u>
			TOTAL:	22.20
MIDWEST WASH SYSTEMS LLC	SUPPLIES	GENERAL FUND	Public safety building	<u>156.91</u>
			TOTAL:	156.91
HUMERATECH	REPLACE CONDENSER FAN MOTO	MULTIPURPOSE FACIL	Multipurpose Facility	<u>2,558.67</u>
			TOTAL:	2,558.67
ISD 728-COMMUNITY EDUCATION	AUDITORIUM RENTAL-FIRE ACA	CAPITAL OUTLAY RES	Fire Academy	<u>205.25</u>
			TOTAL:	205.25
JOHNSON BROS LIQUOR	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	3,286.74
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	76.28
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	3,377.79
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	70.52
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	6,766.31
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	53.32
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	495.00
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	1.72
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	5,086.00
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	135.90
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	2,372.00
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	49.88
	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	365.00
	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	18.92
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	2,827.98
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	41.28
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	897.30
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	12.04
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	600.00
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	22.36
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	9,224.40
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	116.97
	LIQUOR CREDIT	LIQUOR	Northbound-Cost of Sal	20.43-
	LIQUOR CREDIT	LIQUOR	Northbound-Cost of Sal	16.50-
	WINE CREDIT	LIQUOR	Northbound-Cost of Sal	1,168.32-
	LIQUOR CREDIT	LIQUOR	Northbound-Cost of Sal	15.00-
	WINE CREDIT	LIQUOR	Northbound-Cost of Sal	31.02-
	WINE CREDIT	LIQUOR	Northbound-Cost of Sal	31.02-
	WINE CREDIT	LIQUOR	Northbound-Cost of Sal	9.33-
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	540.00
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	8.60
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	198.66
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	5.59

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	5,441.66
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	81.71
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	1,102.00
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	13.76
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	835.70
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	22.36
	POP/MISC/FREIGHT	LIQUOR	Westbound-Cost of Sale	83.95
	POP/MISC/FREIGHT	LIQUOR	Westbound-Cost of Sale	3.44
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	7,767.99
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	<u>99.77</u>
			TOTAL:	50,811.28
KRISS PREMIUM PRODUCTS, INC	WATER TREATMENT CHEMICALS	MULTIPURPOSE FACIL	Multipurpose Facility	<u>268.00</u>
			TOTAL:	268.00
LAKE STATE RECYCLING INC	APPLIANCE RECYCLING	GENERAL FUND	Building Maintenance	<u>10.00</u>
			TOTAL:	10.00
LANGUAGE LINE SERVICES	INTERPRETATION SVCS	GENERAL FUND	Police Administration	<u>294.98</u>
			TOTAL:	294.98
LEAGUE OF MN CITIES INS TRUST	W/C INS JUL/SEP 2024	GENERAL FUND	City Council	15.00
	W/C INS JUL/SEP 2024	GENERAL FUND	Communications	296.00
	W/C INS JUL/SEP 2024	GENERAL FUND	Administrative Service	637.00
	W/C INS JUL/SEP 2024	GENERAL FUND	Human Resources	293.00
	W/C INS JUL/SEP 2024	GENERAL FUND	Finance	601.00
	W/C INS JUL/SEP 2024	GENERAL FUND	Information Technology	366.00
	W/C INS JUL/SEP 2024	GENERAL FUND	Planning	428.00
	W/C INS JUL/SEP 2024	GENERAL FUND	Building Maintenance	7,706.00
	W/C INS JUL/SEP 2024	GENERAL FUND	Police Administration	63,323.00
	W/C INS JUL/SEP 2024	GENERAL FUND	Fire Administration	7,597.00
	W/C INS JUL/SEP 2024	GENERAL FUND	Fire Operations	11,907.00
	W/C INS JUL/SEP 2024	GENERAL FUND	Building Safety	604.00
	W/C INS JUL/SEP 2024	GENERAL FUND	Code Enforcement	117.00
	W/C INS JUL/SEP 2024	GENERAL FUND	Environmental	223.00
	W/C INS JUL/SEP 2024	GENERAL FUND	Street Maintenance	8,366.00
	W/C INS JUL/SEP 2024	GENERAL FUND	Snow Removal	2,375.00
	W/C INS JUL/SEP 2024	GENERAL FUND	Equipment Services	1,720.00
	W/C INS JUL/SEP 2024	GENERAL FUND	Engineering	537.00
	W/C INS JUL/SEP 2024	GENERAL FUND	Parks Dept	9,449.00
	W/C INS JUL/SEP 2024	GENERAL FUND	Parks & Rec Admin	1,434.00
	W/C INS JUL/SEP 2024	GENERAL FUND	Sr Citizen Programs	136.00
	W/C INS JUL/SEP 2024	GENERAL FUND	Economic Development	98.00
	W/C INS JUL/SEP 2024	GENERAL FUND	Economic Development	147.00
	W/C INS JUL/SEP 2024	MULTIPURPOSE FACIL	Multipurpose Facility	3,058.00
	WORKMAN COMP CLAIM	INSURANCE RESERVE	General	1,019.36
	WORKMAN COMP CLAIMS	INSURANCE RESERVE	General	5,154.21
	WORKMAN COMP CLAIM	INSURANCE RESERVE	General	323.19
	CLAIM #LMC GL 206798	INSURANCE RESERVE	General	20,380.80
	W/C INS JUL/SEP 2024	WASTEWATER TREATME	WWTS Administration	4,631.00
	W/C INS JUL/SEP 2024	LIQUOR	Northbound-Operations	2,985.00
	W/C INS JUL/SEP 2024	LIQUOR	Westbound-Operations	<u>2,419.00</u>
			TOTAL:	158,345.56
M T I DISTRIBUTING INC	PARTS	GENERAL FUND	Parks Dept	79.77
	PARTS	GENERAL FUND	Parks Dept	520.63

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	PARTS	GENERAL FUND	Parks Dept	47.21
	PARTS	GENERAL FUND	Parks Dept	382.75
	PARTS	GENERAL FUND	Parks Dept	<u>178.86</u>
			TOTAL:	1,209.22
MACQUEEN EQUIPMENT, LLC	PARTS CREDIT	GENERAL FUND	Fire Operations	830.94-
	SUPPLIES	GENERAL FUND	Fire Operations	1,490.00
	REPAIRS - ENGINE 2	GENERAL FUND	Fire Operations	<u>19,517.44</u>
			TOTAL:	20,176.50
MARCO HOLDINGS LLC	HP PRINTER REPAIRS	GENERAL FUND	Communications	215.00
	HP PRINTHEADS	GENERAL FUND	Communications	717.06
	CISCO ENTERPRISE LICENSE	GENERAL FUND	Information Technology	<u>111.00</u>
			TOTAL:	1,043.06
MARCO INC	COPIER LEASE/MAINT	GENERAL FUND	Information Technology	3,370.95
	COPIER LEASE/MAINT	MULTIPURPOSE FACIL	Multipurpose Facility	491.79
	COPIER LEASE/MAINT	WASTEWATER TREATME	WWTS Administration	381.09
	COPIER LEASE/MAINT	LIQUOR	Northbound-Operations	158.85
	COPIER LEASE/MAINT	LIQUOR	Westbound-Operations	<u>158.85</u>
			TOTAL:	4,561.53
MARTIES INC	SUPPLIES	MULTIPURPOSE FACIL	Multipurpose Facility	110.97
	SUPPLIES	MULTIPURPOSE FACIL	Multipurpose Facility	<u>67.65</u>
			TOTAL:	178.62
MOBILE HEALTH SERVICES, LLC	ANNUAL HEARING TEST/OSHA T	GENERAL FUND	General Fund	722.30
	ANNUAL HEARING TEST/OSHA T	GENERAL FUND	Building Maintenance	180.58
	ANNUAL HEARING TEST/OSHA T	GENERAL FUND	Police Administration	45.14
	ANNUAL HEARING TEST/OSHA T	GENERAL FUND	Patrol	428.87
	ANNUAL HEARING TEST/OSHA T	GENERAL FUND	Investigations	158.00
	ANNUAL HEARING TEST/OSHA T	GENERAL FUND	Police Support Service	22.57
	ANNUAL HEARING TEST/OSHA T	GENERAL FUND	Fire Administration	90.29
	ANNUAL HEARING TEST/OSHA T	GENERAL FUND	Fire Operations	835.17
	ANNUAL HEARING TEST/OSHA T	GENERAL FUND	Building Safety	67.72
	ANNUAL HEARING TEST/OSHA T	GENERAL FUND	Street Maintenance	135.43
	ANNUAL HEARING TEST/OSHA T	GENERAL FUND	Equipment Services	67.72
	ANNUAL HEARING TEST/OSHA T	GENERAL FUND	Engineering	45.14
	ANNUAL HEARING TEST/OSHA T	GENERAL FUND	Parks Dept	203.15
	ANNUAL HEARING TEST/OSHA T	WASTEWATER TREATME	WWTS Administration	22.57
	ANNUAL HEARING TEST/OSHA T	WASTEWATER TREATME	WWTS Plant	<u>112.85</u>
			TOTAL:	3,137.50
MENARDS - ELK RIVER	SUPPLIES	GENERAL FUND	Building Maintenance	1,714.73
	SUPPLIES	GENERAL FUND	Patrol	20.88
	SUPPLIES	GENERAL FUND	Investigations	6.99
	SUPPLIES	GENERAL FUND	Public safety building	416.90
	SUPPLIES	GENERAL FUND	Fire Operations	21.43
	SUPPLIES	GENERAL FUND	Street Maintenance	49.70
	SUPPLIES	GENERAL FUND	Equipment Services	173.92
	SUPPLIES	GENERAL FUND	Parks Dept	496.81
	SUPPLIES	GENERAL FUND	Sr Citizen Programs	171.94
	SUPPLIES	MULTIPURPOSE FACIL	Multipurpose Facility	405.83
	SUPPLIES	WASTEWATER TREATME	WWTS Plant	318.66
	SUPPLIES	LIQUOR	Northbound-Operations	<u>96.27</u>
			TOTAL:	3,894.06

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MIDWAY FORD	PARTS	GENERAL FUND	Patrol	274.07
	PARTS	GENERAL FUND	Patrol	<u>84.10</u>
			TOTAL:	358.17
MINNESOTA EQUIPMENT	PARTS	GENERAL FUND	Parks Dept	<u>22.86</u>
			TOTAL:	22.86
MMN CITY\CO MANAGEMENT ASSN	MEMBERSHIP DUES-J STREMCHA	GENERAL FUND	Finance	<u>177.00</u>
			TOTAL:	177.00
MMN DEPT OF LABOR & INDUSTRY	BP SURCHARGE - MAY	GENERAL FUND	General Fund	61.80
	ELEVATOR INSP-FT CENTER	MULTIPURPOSE FACIL	Multipurpose Facility	<u>100.00</u>
			TOTAL:	161.80
MOBILE VEHICLE INTEGRATION	INSTALL COMMAND BOX-CHIEF	GENERAL FUND	Fire Operations	726.48
	INSTALL COMMAND BOX-CHIEF	GENERAL FUND	Fire Operations	<u>650.00</u>
			TOTAL:	1,376.48
MONTICELLO SENIOR CENTER	TEAM POOL TOURNAMENT	GENERAL FUND	Sr Citizen Programs	<u>48.00</u>
			TOTAL:	48.00
N C S I	BACKGROUND CHECKS	GENERAL FUND	Parks Dept	<u>74.00</u>
			TOTAL:	74.00
NCL OF WISCONSIN INC	SUPPLIES	WASTEWATER TREATME	WWTS Plant	<u>393.94</u>
			TOTAL:	393.94
NORTH VALLEY, INC	2023 STREET IMPROVEMENTS	PAVEMENT MANAGEMEN	Street Improvements	<u>199,673.84</u>
			TOTAL:	199,673.84
NORTHDALE CONSTRUCTION CO, INC	ROLLING HILLS SEWER EXT	TRUNK UTILITIES	Rolling Hills Sewer	12,673.00
	ROLLING HILLS SEWER EXT	TRUNK UTILITIES	Rolling Hills Sewer	<u>76,891.41</u>
			TOTAL:	89,564.41
OCCUPATIONAL HEALTH CENTERS	EMPLOYMENT PHYSICAL	GENERAL FUND	Police Administration	<u>436.00</u>
			TOTAL:	436.00
OMANN BROS INC	AC FINES MIX	GENERAL FUND	Street Maintenance	225.00
	AC FINES MIX	GENERAL FUND	Street Maintenance	<u>540.90</u>
			TOTAL:	765.90
O'REILLY AUTOMOTIVE, INC	PARTS/SUPPLIES	GENERAL FUND	Building Maintenance	34.39
	PARTS/SUPPLIES	GENERAL FUND	Patrol	430.14
	PARTS/SUPPLIES	GENERAL FUND	Fire Operations	31.93
	PARTS/SUPPLIES	GENERAL FUND	Street Maintenance	228.12
	PARTS/SUPPLIES	GENERAL FUND	Equipment Services	59.99
	PARTS/SUPPLIES	GENERAL FUND	Equipment Services	341.64
	PARTS/SUPPLIES	GENERAL FUND	Equipment Services	570.00
	PARTS/SUPPLIES	GENERAL FUND	Parks Dept	<u>227.59</u>
			TOTAL:	1,923.80
OXYGEN SERVICE CO, INC	CYLINDER RENTAL	GENERAL FUND	Equipment Services	<u>168.76</u>
			TOTAL:	168.76
PARADIGM RESIDENTAL SERVICES	RENTAL REFUND	MULTIPURPOSE FACIL	Multipurpose Facility	<u>710.00</u>
			TOTAL:	710.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
PAUSTIS WINE COMPANY	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	675.00
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	12.00
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	478.00
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	10.00
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	736.67
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	13.50
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	1,244.50
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	<u>19.50</u>
			TOTAL:	3,189.17
MADISON PEDERSON	DAMAGE DEPOSIT REFUND	GENERAL FUND	General Fund	<u>100.00</u>
			TOTAL:	100.00
PERFORMANCE ADVANTAGE COMPANY INC	SUPPLIES	GENERAL FUND	Fire Operations	<u>603.38</u>
			TOTAL:	603.38
PHILLIPS WINE & SPIRITS CO	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	5,008.18
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	107.51
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	1,768.73
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	69.66
	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	221.70
	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	17.20
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	964.21
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	17.20
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	2,923.80
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	125.56
	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	103.53
	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	3.44
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	914.35
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	10.32
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	357.80
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	12.04
	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	80.20
	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	3.44
	LIQUOR CREDIT	LIQUOR	Westbound-Cost of Sale	9.76-
	POP/MISC/LIQUOR/WINE CREDI	LIQUOR	Westbound-Cost of Sale	84.70-
	POP/MISC/LIQUOR/WINE CREDI	LIQUOR	Westbound-Cost of Sale	2.25-
	POP/MISC/LIQUOR/WINE CREDI	LIQUOR	Westbound-Cost of Sale	37.61-
	LIQUOR CREDIT	LIQUOR	Westbound-Cost of Sale	22.28-
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	1,720.58
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	22.36
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	2,423.75
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	106.64
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	3,976.60
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	87.73
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	108.00
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	5.16
	POP/MISC/FREIGHT	LIQUOR	Westbound-Cost of Sale	62.05
	POP/MISC/FREIGHT	LIQUOR	Westbound-Cost of Sale	<u>3.44</u>
			TOTAL:	21,068.58
PITNEY BOWES INC	POSTAGE MACHINE SUPPLIES	GENERAL FUND	Administrative Service	<u>228.22</u>
			TOTAL:	228.22
PLAISTED COMPANIES INC	SUPPLIES	GENERAL FUND	Street Maintenance	57.27
	SUPPLIES	WASTEWATER TREATME	Lift Stations	26.95

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	<u>84.22</u>
POLYDYNE INC.	CLARIFLOC	WASTEWATER TREATME	WWTS Plant	<u>7,314.00</u>
			TOTAL:	7,314.00
POMP'S TIRE SERVICE INC	PARTS	GENERAL FUND	Street Maintenance	368.29
	TIRES	GENERAL FUND	Street Maintenance	2,024.72
	TIRES	GENERAL FUND	Street Maintenance	2,024.72
	PARTS	GENERAL FUND	Equipment Services	<u>238.19</u>
			TOTAL:	4,655.92
DARIAN POSER	REIMB MEAL 6/3 - 6/4	GENERAL FUND	Investigations	<u>29.70</u>
			TOTAL:	29.70
POSTMASTER	BULK MAIL PERMIT 4190	GENERAL FUND	Fire Administration	2,357.18
	NEWSLETTER POSTAGE	GENERAL FUND	Sr Citizen Programs	<u>1,000.00</u>
			TOTAL:	3,357.18
PRECISE MRM LLC	5MB FLAT DATA PLAN	GENERAL FUND	Snow Removal	<u>475.00</u>
			TOTAL:	475.00
PRINCETON RENTAL INC	STIHL CUTQUIK & CHARGER	GENERAL FUND	Street Maintenance	1,649.99
	STIHL BATTERIES	GENERAL FUND	Parks Dept	809.97
	STIHL CUTQUIK & CHARGER	GENERAL FUND	Parks Dept	<u>314.99</u>
			TOTAL:	2,774.95
QUALITY FLOW SYSTEMS INC	PUMP REPAIRS-HWY 10 LS	WASTEWATER TREATME	Lift Stations	315.50
	STATION REPAIRS-WINDSOR LS	WASTEWATER TREATME	Lift Stations	<u>340.00</u>
			TOTAL:	655.50
RED BULL DISTRIBUTION COMPANY	POP/MISC	LIQUOR	Westbound-Cost of Sale	<u>441.97</u>
			TOTAL:	441.97
REPUBLIC SERVICES #899	MAY COMM GARBAGE SVC	GENERAL FUND	Building Maintenance	137.55
	MAY COMM GARBAGE SVC	GENERAL FUND	Public safety building	137.55
	MAY COMM GARBAGE SVC	GENERAL FUND	Fire Administration	184.84
	MAY COMM GARBAGE SVC	GENERAL FUND	Fire Administration	98.72
	MAY COMM GARBAGE SVC	GENERAL FUND	Street Maintenance	1,080.23
	MAY COMM GARBAGE SVC	GENERAL FUND	Parks Dept	599.18
	GARBAGE SVC - RIVERS EDGE	GENERAL FUND	Parks Dept	395.61
	MAY COMM GARBAGE SVC	LIBRARY	Library	64.46
	MAY COMM GARBAGE SVC	MULTIPURPOSE FACIL	Multipurpose Facility	429.80
	MAY COMM GARBAGE SVC	LANDFILL	General	400.25
	MAY COMM GARBAGE SVC	WASTEWATER TREATME	WWTS Plant	148.66
	MAY COMM GARBAGE SVC	WASTEWATER TREATME	WWTS Plant	155.62
	MAY COMM GARBAGE SVC	LIQUOR	Northbound-Operations	89.06
	MAY COMM GARBAGE SVC	LIQUOR	Westbound-Operations	89.06
	RESIDENTIAL GARBAGE SVC	GARBAGE	Garbage	96,176.14
	MAY COMM GARBAGE SVC	GARBAGE	Organics	<u>691.00</u>
			TOTAL:	100,877.73
ROCK SOLID COMPANIES	ESCROW REFUND	DEVELOPER ESCROW	NON-DEPARTMENTAL	<u>350.00</u>
			TOTAL:	350.00
ROCKY MOUNTAIN CONSTRUCTION	MAIN ST PAVER REPAIRS	PAVEMENT MANAGEMEN	Street Improvements	<u>14,100.00</u>
			TOTAL:	14,100.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
S & T MACHINING & WELDING INC	JIB CRANE REMOVAL	WASTEWATER TREATME	Lift Stations	<u>1,950.00</u>
			TOTAL:	1,950.00
CHRISTOPHER SEEBECK	RIVERFRONT CONCERT - 6/27/	GENERAL FUND	Recreation Programs	<u>5,400.00</u>
			TOTAL:	5,400.00
SHAMROCK GROUP INC	ICE/FREIGHT	LIQUOR	Northbound-Cost of Sal	178.60
	ICE/FREIGHT	LIQUOR	Northbound-Cost of Sal	4.00
	ICE/FREIGHT	LIQUOR	Northbound-Cost of Sal	402.60
	ICE/FREIGHT	LIQUOR	Northbound-Cost of Sal	4.00
	ICE/FREIGHT	LIQUOR	Westbound-Cost of Sale	188.36
	ICE/FREIGHT	LIQUOR	Westbound-Cost of Sale	4.00
	ICE/FREIGHT	LIQUOR	Westbound-Cost of Sale	181.31
	ICE/FREIGHT	LIQUOR	Westbound-Cost of Sale	<u>4.00</u>
			TOTAL:	966.87
SHERWIN-WILLIAMS	PAINT	GENERAL FUND	Building Maintenance	69.91
	PAINT	GENERAL FUND	Public safety building	55.26
	PAINT	GENERAL FUND	Street Maintenance	<u>71.74</u>
			TOTAL:	196.91
SIDESHOW BLOODY MARY MIX	POP/MISC	LIQUOR	Northbound-Cost of Sal	<u>290.16</u>
			TOTAL:	290.16
SMALL LOT MN	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	632.04
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	<u>7.50</u>
			TOTAL:	639.54
SOUTHERN GLAZER'S WINE & SPIRITS-MN	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	4,283.89
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	46.25
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	1,431.96
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	21.25
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	3,545.88
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	24.37
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	37.00
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	1.25
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	407.10
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	8.75
	LIQUOR CREDIT	LIQUOR	Northbound-Cost of Sal	612.78-
	WINE CREDIT	LIQUOR	Northbound-Cost of Sal	252.00-
	LIQUOR CREDIT	LIQUOR	Northbound-Cost of Sal	19.67-
	WINE CREDIT	LIQUOR	Northbound-Cost of Sal	12.61-
	WINE CREDIT	LIQUOR	Northbound-Cost of Sal	29.92-
	WINE CREDIT	LIQUOR	Northbound-Cost of Sal	29.92-
	WINE CREDIT	LIQUOR	Northbound-Cost of Sal	72.00-
	WINE CREDIT	LIQUOR	Northbound-Cost of Sal	80.00-
	WINE CREDIT	LIQUOR	Northbound-Cost of Sal	37.83-
	WINE CREDIT	LIQUOR	Northbound-Cost of Sal	75.54-
	LIQUOR CREDIT	LIQUOR	Northbound-Cost of Sal	110.00-
	LIQUOR CREDIT	LIQUOR	Northbound-Cost of Sal	75.00-
	LIQUOR CREDIT	LIQUOR	Westbound-Cost of Sale	12.00-
	WINE CREDIT	LIQUOR	Westbound-Cost of Sale	2.15-
	FREIGHT	LIQUOR	Westbound-Cost of Sale	0.43
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	4,860.89
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	56.32
	POP/MISC/FREIGHT	LIQUOR	Westbound-Cost of Sale	37.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	POP/MISC/FREIGHT	LIQUOR	Westbound-Cost of Sale	1.28
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	568.20
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	7.89
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	936.63
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	8.64
	POP/MISC/FREIGHT	LIQUOR	Westbound-Cost of Sale	125.00
	POP/MISC/FREIGHT	LIQUOR	Westbound-Cost of Sale	6.40
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	570.03
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	12.80
	WINE CREDIT	LIQUOR	Westbound-Cost of Sale	<u>18.00</u>
			TOTAL:	15,559.79
SPEEDCUTTERS OUTDOOR MAINT LLC	MOWING & FERTILIZER SVCS	GENERAL FUND	Building Maintenance	589.94
	MOWING & FERTILIZER SVCS	GENERAL FUND	Building Maintenance	244.85
	MOWING & FERTILIZER SVCS	GENERAL FUND	Public safety building	760.88
	MOWING & FERTILIZER SVCS	GENERAL FUND	Fire Administration	1,004.21
	MOWING & FERTILIZER SVCS	GENERAL FUND	Street Maintenance	1,544.17
	SPRING START UP-IRRIGATION	GENERAL FUND	Parks Dept	368.40
	MOWING & FERTILIZER SVCS	GENERAL FUND	Parks Dept	314.47
	MOWING & FERTILIZER SVCS	LIBRARY	Library	<u>654.57</u>
			TOTAL:	5,481.49
SPIKE'S	SUPPLIES	GENERAL FUND	Parks Dept	<u>1,046.15</u>
			TOTAL:	1,046.15
SCR - CENTRAL	COOLER REPAIRS	LIQUOR	Northbound-Operations	<u>414.51</u>
			TOTAL:	414.51
STAPLES BUSINESS ADVANTAGE	SUPPLIES	GENERAL FUND	Communications	42.80
	SUPPLIES	GENERAL FUND	Administrative Service	105.75
	SUPPLIES	GENERAL FUND	Human Resources	45.23
	SUPPLIES	GENERAL FUND	Finance	45.23
	SUPPLIES	GENERAL FUND	Community Development	13.57
	SUPPLIES	GENERAL FUND	Planning	67.85
	SUPPLIES	GENERAL FUND	Building Safety	67.85
	SUPPLIES	GENERAL FUND	Environmental	9.05
	SUPPLIES	GENERAL FUND	Engineering	22.62
	SUPPLIES	GENERAL FUND	Parks & Rec Admin	45.22
	SUPPLIES	GENERAL FUND	Economic Development	<u>22.62</u>
			TOTAL:	487.79
STEP SAVER INC	BULK SALT	GENERAL FUND	Public safety building	187.50
	BULK SALT	LIBRARY	Library	<u>130.50</u>
			TOTAL:	318.00
STREICHER'S	UNIFORM CREDIT-HOPPS	GENERAL FUND	Patrol	139.99
	VEST REPLACEMENT-ALBERT	GENERAL FUND	Patrol	2,169.00
	UNIFORMS-HOPPS	GENERAL FUND	Patrol	119.98
	SUPPLIES	GENERAL FUND	Patrol	<u>159.99</u>
			TOTAL:	2,308.98
TACTIOLOGIX LLC	SUPPLIES	GENERAL FUND	Patrol	<u>882.00</u>
			TOTAL:	882.00
TEAM LABORATORY CHEMICAL LLC	SUPPLIES	WASTEWATER TREATME	WWTS Plant	<u>1,144.50</u>
			TOTAL:	1,144.50

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
TENNANT SALES & SERVICE CO	FLOOR SCRUBBER REPAIRS	MULTIPURPOSE FACIL	Multipurpose Facility	<u>665.23</u>
			TOTAL:	665.23
RECREATIONAL SURFACERS INC.	PICKLEBALL COURT REPAIRS	PARK IMPROVEMENT F	Parks	<u>5,850.00</u>
			TOTAL:	5,850.00
CONNOR THOMPSON	ESCROW REFUND	DEVELOPER ESCROW	NON-DEPARTMENTAL	<u>196.00</u>
			TOTAL:	196.00
TRANSUNION RISK & ALTERNATIVE	ONLINE INVESTIGATIVE SVCS	GENERAL FUND	Investigations	<u>116.00</u>
			TOTAL:	116.00
TWIN CITY FILTER SERVICE INC	SUPPLIES	MULTIPURPOSE FACIL	Multipurpose Facility	<u>464.56</u>
			TOTAL:	464.56
UNITED PARCEL SERVICE	DELIVERY CHGS	GENERAL FUND	Patrol	54.80
	DELIVERY CHGS	GENERAL FUND	Fire Administration	<u>30.06</u>
			TOTAL:	84.86
US BANK	CITY CC PAYMENT	GENERAL FUND	City Council	203.95
	CITY CC PAYMENT	GENERAL FUND	Communications	53.96
	CITY CC PAYMENT	GENERAL FUND	Communications	5.00
	CITY CC PAYMENT	GENERAL FUND	Communications	400.00
	CITY CC PAYMENT	GENERAL FUND	Communications	109.64
	CITY CC PAYMENT	GENERAL FUND	Communications	845.00
	CITY CC PAYMENT	GENERAL FUND	Administrative Service	491.08
	CITY CC PAYMENT	GENERAL FUND	Human Resources	64.71
	CITY CC PAYMENT	GENERAL FUND	Human Resources	48.91
	CITY CC PAYMENT	GENERAL FUND	Human Resources	25.00
	CITY CC PAYMENT	GENERAL FUND	Human Resources	328.55
	CITY CC PAYMENT	GENERAL FUND	Finance	225.00
	CITY CC PAYMENT	GENERAL FUND	Information Technology	72.00
	CITY CC PAYMENT	GENERAL FUND	Information Technology	149.00
	CITY CC PAYMENT	GENERAL FUND	Information Technology	10.78
	CITY CC PAYMENT	GENERAL FUND	Building Maintenance	343.43
	CITY CC PAYMENT	GENERAL FUND	Building Maintenance	410.00
	CITY CC PAYMENT	GENERAL FUND	Building Maintenance	346.54
	CITY CC PAYMENT	GENERAL FUND	Police Administration	90.00
	CITY CC PAYMENT	GENERAL FUND	Patrol	755.79
	CITY CC PAYMENT	GENERAL FUND	Patrol	190.74
	CITY CC PAYMENT	GENERAL FUND	Patrol	35.00
	CITY CC PAYMENT	GENERAL FUND	Patrol	35.00
	CITY CC PAYMENT	GENERAL FUND	Patrol	35.00
	CITY CC PAYMENT	GENERAL FUND	Patrol	35.00
	CITY CC PAYMENT	GENERAL FUND	Patrol	35.00
	CITY CC PAYMENT	GENERAL FUND	Fire Administration	88.00
	CITY CC PAYMENT	GENERAL FUND	Fire Administration	518.56
	CITY CC PAYMENT	GENERAL FUND	Fire Operations	209.69
	CITY CC PAYMENT	GENERAL FUND	Fire Operations	18.44
	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	249.00
	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	25.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	CITY CC PAYMENT	GENERAL FUND	Parks & Rec Admin	48.22
	CITY CC PAYMENT	GENERAL FUND	Recreation Programs	32.02
	CITY CC PAYMENT	GENERAL FUND	Farmers Market	150.77
	CITY CC PAYMENT	GENERAL FUND	Sr Citizen Programs	163.71
	CITY CC PAYMENT	GENERAL FUND	Sr Citizen Programs	24.99
	CITY CC PAYMENT	MULTIPURPOSE FACIL	Multipurpose Facility	6.76
	CITY CC PAYMENT	MULTIPURPOSE FACIL	Multipurpose Facility	3.31
	CITY CC PAYMENT	MULTIPURPOSE FACIL	Multipurpose Facility	254.94
	CITY CC PAYMENT	LANDFILL	General	69.70
	CITY CC PAYMENT	WASTEWATER TREATME	WWTS Plant	1,288.46
	CITY CC PAYMENT	WASTEWATER TREATME	WWTS Plant	2,608.90
	CITY CC PAYMENT	LIQUOR	Northbound-Operations	56.50
	CITY CC PAYMENT	LIQUOR	Northbound-Operations	3.72
	CITY CC PAYMENT	LIQUOR	Westbound-Operations	56.49
	CITY CC PAYMENT	LIQUOR	Westbound-Operations	<u>3.73</u>
			TOTAL:	11,349.99
NEW PRECISION TECHNOLOGY LLC	CLEAR LAM FILM	GENERAL FUND	Patrol	128.09
	CLEAR LAM FILM	GENERAL FUND	Parks & Rec Admin	<u>128.09</u>
			TOTAL:	256.18
UTILITY CONSULTANTS, INC	SAMPLE TESTING	WASTEWATER TREATME	WWTS Plant	<u>1,586.36</u>
			TOTAL:	1,586.36
VALDES LAWN CARE & SNOW REMOVAL, LLC	POND DREDGING-ROLLING HILL	STORM WATER	Storm Water	<u>2,443.50</u>
			TOTAL:	2,443.50
FIRST HOSPITAL LABORATORIES	DRUG SCREENING	GENERAL FUND	Human Resources	<u>244.64</u>
			TOTAL:	244.64
VIKING COCA-COLA CO	POP/MISC	LIQUOR	Northbound-Cost of Sal	<u>528.70</u>
			TOTAL:	528.70
VINOCOPIA	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	240.00
	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	21.00
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	266.25
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	<u>2.50</u>
			TOTAL:	529.75
WAL-MART COMMUNITY CARD	SUPPLIES	GENERAL FUND	Recreation Programs	182.69
	SUPPLIES	GENERAL FUND	Recreation Programs	<u>36.40</u>
			TOTAL:	219.09
WASTE MANAGEMENT	BIO SOLIDS HAULING	WASTEWATER TREATME	WWTS Plant	19,043.19
	MAY GARBAGE TIPPING FEES	GARBAGE	Garbage	<u>21,806.27</u>
			TOTAL:	40,849.46
WATER LABORATORIES	WATER TESTING-MAY	LANDFILL	General	<u>284.20</u>
			TOTAL:	284.20
WELLINGTON SECURITY SYSTEMS	BURGLARY MONITORING	LIQUOR	Northbound-Operations	<u>242.74</u>
			TOTAL:	242.74
WHITE CAP, LP	SUPPLIES	GENERAL FUND	Street Maintenance	<u>325.58</u>
			TOTAL:	325.58

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
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/FREIGHT	LIQUOR	Northbound-Cost of Sal	840.00
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	<u>18.00</u>
			TOTAL:	858.00
WINE MERCHANTS	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	1,740.00
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	5.16
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	39.56
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	2,476.50
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	165.50
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	2.58
	WINE/CREDIT	LIQUOR	Northbound-Cost of Sal	151.72-
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	120.00
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	2.58
	FREIGHT	LIQUOR	Westbound-Cost of Sale	<u>0.14</u>
			TOTAL:	4,400.30
WINEBOW	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	785.00
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	<u>16.00</u>
			TOTAL:	801.00
WORLD CLASS AUTO BODY INC	REPAIRS-VEHICLE #753	INSURANCE RESERVE	General	<u>4,725.82</u>
			TOTAL:	4,725.82
WSB & ASSOCIATES INC	2024 WCA SERVICES	GENERAL FUND	Environmental	<u>3,166.00</u>
			TOTAL:	3,166.00

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

101	GENERAL FUND	256,320.62
211	LIBRARY	1,042.65
221	MULTIPURPOSE FACILITY	20,127.86
225	PARK DEDICATION FUND	4,565.20
228	LANDFILL	1,034.15
245	DEVELOPMENT FUND	249.40
290	CAPITAL OUTLAY RESERVE	34,649.71
291	INSURANCE RESERVE	42,103.38
292	GOVT BUILDINGS	5,202.59
401	PAVEMENT MANAGEMENT	213,773.84
406	TRUNK UTILITIES	89,564.41
440	PARK IMPROVEMENT FUND	105,516.99
602	WASTEWATER TREATMENT SYS	49,059.14
603	LIQUOR	304,357.12
605	GARBAGE	122,614.05
607	STORM WATER	4,164.00
821	DEVELOPER ESCROW	1,546.00

 GRAND TOTAL: 1,255,891.11



Request for Action

To
City Council

Item Number
4.3

Meeting Date
June 17, 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	3	Northdale Construction Company	\$12,673.00
Rolling Hills Sewer Extension	5	Northdale Construction Company	\$76,891.41
Rolling Hills Pond Dredging	Final	Valdes Lawn Care & Snow Removal, LLC	\$2,443.50
2023 Street Improvements	8	North Valley Inc.	\$199,673.84

Mission/Policy/Goal
Meet changing needs - Agile

Attachments

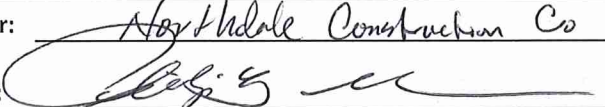
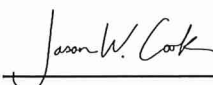
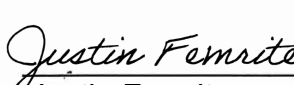
1. Pay App 3 - Northdale Construction Company
2. Pay App 5 - Northdale Construction Company
3. Pay App Final - Valdes Lawn Care & Snow Removal, LLC
4. Pay App 8 - North Valley Inc.

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>3</u> Application Date: <u>3/31/2024</u>																							
Application Period: From <u>12/16/2023</u> to <u>3/31/2024</u>																							
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 60%;">1. Original Contract Price</td><td style="width: 40%; text-align: right;">\$ 1,711,923.51</td></tr><tr><td>2. Net change by Change Orders</td><td style="text-align: right;">\$ -</td></tr><tr><td>3. Current Contract Price (Line 1 + Line 2)</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: right;">\$ 1,305,101.73</td></tr><tr><td>5. Retainage</td><td></td></tr><tr><td> a. <u>5%</u> X <u>\$ 1,245,151.33</u> Work Completed</td><td style="text-align: right;">\$ 62,257.57</td></tr><tr><td> b. <u>5%</u> X <u>\$ 59,950.40</u> Stored Materials</td><td style="text-align: right;">\$ 2,997.52</td></tr><tr><td> c. Total Retainage (Line 5.a + Line 5.b)</td><td style="text-align: right;">\$ 65,255.09</td></tr><tr><td>6. Amount eligible to date (Line 4 - Line 5.c)</td><td style="text-align: right;">\$ 1,239,846.64</td></tr><tr><td>7. Less previous payments</td><td style="text-align: right;">\$ 1,227,173.64</td></tr><tr><td>8. Amount due this application</td><td style="text-align: right;">\$ 12,673.00</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)	\$ 1,305,101.73	5. Retainage		a. <u>5%</u> X <u>\$ 1,245,151.33</u> Work Completed	\$ 62,257.57	b. <u>5%</u> X <u>\$ 59,950.40</u> Stored Materials	\$ 2,997.52	c. Total Retainage (Line 5.a + Line 5.b)	\$ 65,255.09	6. Amount eligible to date (Line 4 - Line 5.c)	\$ 1,239,846.64	7. Less previous payments	\$ 1,227,173.64	8. Amount due this application	\$ 12,673.00
1. Original Contract Price	\$ 1,711,923.51																						
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7. Less previous payments	\$ 1,227,173.64																						
8. Amount due this application	\$ 12,673.00																						
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 Construction Co Inc</u> Signature: <u></u> Date: <u>6/6/2024</u> Name: <u>Philip B Lesnar</u> Title: <u>President</u>																							
Recommended by Engineer By: <u></u> Name: <u>Jason Cook</u> Title: <u>Project Engineer</u> Date: <u>3/31/2024</u>	Approved by Owner By: <u></u> Name: <u>Justin Femrite</u> Title: <u>Chief</u> Date: <u>6-7-24</u>																						

Code: Rolling Hills Sewer

Progress Estimate - Unit Price Work
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.: 3						Application Period: From 12/16/23 to 03/31/24		Application Date: 03/31/24						
A	B	C	D	E	F	F1	F2	G	H	I	J	K	L	
Bid Item No.		Contract Information				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)	Balance to Finish (F - J)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E)	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%	10,508.69	
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	-	-	-	-		-	-	21,700.00	
5	REMOVE UNDERGROUND TANK	2.00	EACH	10,000.00	20,000.00	-	-	-	-		-	-	20,000.00	
6	REMOVE AND REPLACE CURB & GUTTER	120.00	LF	57.25	6,870.00	-	-	-	-		-	-	6,870.00	
7	REMOVE VALVE VAULT	2.00	EACH	10,000.00	20,000.00	-	-	-	-		-	-	20,000.00	
8	SALVAGE CONTROL PANEL	1.00	LUMP SUM	1,995.00	1,995.00	-	-	-	-		-	-	1,995.00	
9	COMMON BORROW	440.00	CU YD	44.40	19,536.00	-	-	-	-		-	-	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%	2,890.62	
11	DEWATERING	1.00	LUMP SUM	36,750.00	36,750.00	0.75	27,562.50	0.75	27,562.50		27,562.50	75%	9,187.50	
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%	122,400.26	
13	BITUMINOUS PATCH (TRAIL)	110.00	SQ YD	64.37	7,080.70	-	-	-	-		-	-	7,080.70	
14	AGGREGATE SURFACING CLASS 2	60.00	CU YD	50.85	3,051.00	-	-	-	-		-	-	3,051.00	
15	ADJUST FRAME & RING CASTING	2.00	EACH	750.00	1,500.00	-	-	-	-		-	-	1,500.00	
16	7" CONCRETE PAVEMENT	760.00	SQ FT	19.08	14,500.80	-	-	-	-		-	-	14,500.80	
17	12" CONCRETE PAVEMENT	260.00	SQ FT	55.83	14,515.80	-	-	-	-		-	-	14,515.80	
18	8' CHAIN LINK FENCE AND GATES	84.00	LF	174.93	14,694.12	-	-	-	-		-	-	14,694.12	
19	BOLLARD	2.00	EACH	1,260.00	2,520.00	-	-	-	-		-	-	2,520.00	
20	CONNECT TO EXISTING FORCE MAIN	1.00	EACH	2,625.78	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%	770.55	
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%	1,074.04	
24	CONSTRUCT LIFT STATION AND VALVE VAULT	1.00	LUMP SUM	419,929.70	419,929.70	0.75	314,947.28	0.75	314,947.28	46,610.40	361,557.68	86%	58,372.02	
25	ELECTRICAL GENERATOR	1.00	LUMP SUM	42,000.00	42,000.00	-	-	-	-	13,340.00	13,340.00	32%	28,660.00	
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	-	-	-	-		-	-	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%	62.30	
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%	(1,023.75)	
32	SEEDING MIXTURE 25-151	360.00	POUND	3.36	1,209.60	-	-	-	-		-	-	1,209.60	
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%	(120.84)	
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%	16,281.24	
35	SEDIMENT CONTROL LOG TYPE WOOD FIBER	2,100.00	LF	3.57	7,497.00	1,904.00	6,797.28	1,904.00	6,797.28		6,797.28	91%	699.72	
36	4" SOLID LINE MULTI COMP	900.00	LF	3.05	2,745.00	-	-	-	-		-	-	2,745.00	
		-	-	-	-						-	-	-	
Original Contract Totals					\$ 1,711,923.51		\$ 1,245,151.32		\$ 1,245,151.33	\$ 59,950.40	\$ 1,305,101.73	76%	\$ 406,821.78	

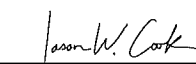
Contractor's Application for Payment

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>5</u> Application Date: <u>5/31/2024</u> Application Period: From <u>5/1/2024</u> to <u>5/31/2024</u>	

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)	\$	1,438,415.02
5. Retainage		
a. <u>5%</u> X \$ <u>1,438,415.02</u> Work Completed	\$	71,920.75
b. _____ X \$ _____ Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	71,920.75
6. Amount eligible to date (Line 4 - Line 5.c)	\$	1,366,494.27
7. Less previous payments	\$	1,289,602.86
8. Amount due this application	\$	76,891.41

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 Construction Co Inc</u>	
Signature: 	Date: <u>6/5/2024</u>
Name: <u>Philip B Lesnar</u>	Title: <u>President</u>

Recommended by Engineer By:  Name: <u>Jason Cook</u> Title: <u>Project Engineer</u> Date: <u>5/31/2024</u>	Approved by Owner By:  Name: <u>Justin Femrite</u> Title: <u>Chief</u> Date: <u>6-6-24</u>
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Code: Rolling Hills

Contractor's Application for Payment

Owner:	City of Elk River	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	0R1.129209
Contractor:	Northdale Construction Company	Agency's Project No.:	
Project:	Rolling Hills Sewer Extension		
Contract:			

Application No.: 5		Application Period: From 05/01/24 to 05/31/24		Application Date: 05/31/24								
A	B	C	D	E	F	F1	F2	G	H	I	J	K
Bid Item No.	Description	Contract Information				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) (%)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	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	165.41	13,032.65		13,032.65	10%
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	681.00	12,993.48		12,993.48	90%
17	12" CONCRETE PAVEMENT	260.00	SQ FT	55.83	14,515.80	104.00	5,806.32	126.00	7,034.58		7,034.58	48%
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	-	-	1.00	2,625.78		2,625.78	100%
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	0.85	356,940.25	1.00	419,929.70		419,929.70	100%
25	ELECTRICAL GENERATOR	1.00	LUMP SUM	42,000.00	42,000.00	0.92	38,640.00	1.00	42,000.00		42,000.00	100%
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	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	38.00	115.90		115.90	4%
		-	-	-	-				-		-	
Original Contract Totals					\$ 1,711,923.51		\$ 1,357,476.70		\$ 1,438,415.02	\$ -	\$ 1,438,415.02	84%

Valdes Lawn Care & Snow Removal,LLC
PO Box 447
Lake Elmo, MN 55042-9429
+1 6514010444
ygonzalez@valdeslawn.com
www.valdeslawn.com



INVOICE

INVOICE # 34934
DATE 06/01/2024
DUE DATE 07/01/2024
TERMS Net 30

BILL TO
City of Elk River
13065 Orono Parkway
Elk River, MN 55330

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

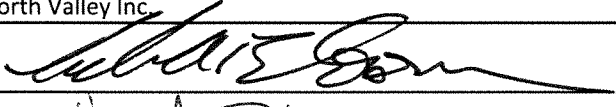
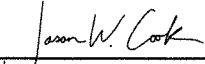
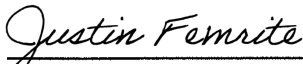
DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Rolling Hills Pond Dredging -Temporary and Permanent Turf Restoration as Needed -Pond Excavation SRV Level 1 (EV) -Pond Excavation SRV Level 2 (EV) -Clearing and Grubbing of Dredging Sites Note: Project total - \$48870.00. 2nd final payment - 5% of the project total		2,443.50	2,443.50

- A 3% increase as convenience fee will reflect on the final estimate/
invoice when payments are made by phone with credit card
-Final payment for work completed is due upon completion of the work
performed. Any balances not paid in full within 15 days of work being
completed will be charged a 5% interest fee per month until the amount is
paid in full.

SUBTOTAL	2,443.50
TAX	0.00
TOTAL	2,443.50
BALANCE DUE	\$2,443.50

Approved: *Justin Femrite*
Code: Stormwater - 4409

Contractor's Application for Payment

Owner: <u>City of Elk River</u> Engineer: <u>Bolton & Menk, Inc.</u> Contractor: <u>North Valley Inc.</u> Project: <u>2023 Street Improvements Project</u> Contract: _____	Owner's Project No.: _____ Engineer's Project No.: <u>OR1.128082</u> Agency's Project No.: _____																						
Application No.: <u>8</u> Application Date: <u>6/7/2024</u>																							
Application Period: From <u>11/17/2023</u> to <u>6/7/2024</u>																							
<table style="width: 100%; border-collapse: collapse;"><tr><td style="width: 60%;">1. Original Contract Price</td><td style="width: 40%; text-align: right;">\$ 5,433,358.71</td></tr><tr><td>2. Net change by Change Orders</td><td style="text-align: right;">\$ 386,653.88</td></tr><tr><td>3. Current Contract Price (Line 1 + Line 2)</td><td style="text-align: right;">\$ 5,820,012.59</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: right;">\$ 5,418,272.76</td></tr><tr><td>5. Retainage</td><td></td></tr><tr><td> a. <u>4%</u> X \$ <u>5,418,272.76</u> Work Completed</td><td style="text-align: right;">\$ 216,730.91</td></tr><tr><td> b. _____ X \$ _____ Stored Materials</td><td style="text-align: right;">\$ -</td></tr><tr><td> c. Total Retainage (Line 5.a + Line 5.b)</td><td style="text-align: right;">\$ 216,730.91</td></tr><tr><td>6. Amount eligible to date (Line 4 - Line 5.c)</td><td style="text-align: right;">\$ 5,201,541.85</td></tr><tr><td>7. Less previous payments</td><td style="text-align: right;">\$ 5,001,868.01</td></tr><tr><td>8. Amount due this application</td><td style="text-align: right;">\$ 199,673.84</td></tr></table>		1. Original Contract Price	\$ 5,433,358.71	2. Net change by Change Orders	\$ 386,653.88	3. Current Contract Price (Line 1 + Line 2)	\$ 5,820,012.59	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 5,418,272.76	5. Retainage		a. <u>4%</u> X \$ <u>5,418,272.76</u> Work Completed	\$ 216,730.91	b. _____ X \$ _____ Stored Materials	\$ -	c. Total Retainage (Line 5.a + Line 5.b)	\$ 216,730.91	6. Amount eligible to date (Line 4 - Line 5.c)	\$ 5,201,541.85	7. Less previous payments	\$ 5,001,868.01	8. Amount due this application	\$ 199,673.84
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b. _____ X \$ _____ Stored Materials	\$ -																						
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7. Less previous payments	\$ 5,001,868.01																						
8. Amount due this application	\$ 199,673.84																						
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>North Valley Inc.</u>																							
Signature: 	Date: <u>June 7, 2024</u>																						
Name: <u>Leslie A. Bloom</u>	Title: <u>President</u>																						
Recommended by Engineer	Approved by Owner																						
By: 	By: 																						
Name: <u>Jason W. Cook, PE</u>	Name: <u>Justin Femrite</u>																						
Title: <u>Project Manager</u>	Title: <u>Chief</u>																						
Date: <u>6/7/2024</u>	Date: <u>6-10-24</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.:	OR1.128082
Contractor:	North Valley Inc.	Contractor's Project No.:	
Project:	2023 Street Improvements Project	Agency's Project No.:	
Contract:			

Application No.:		S	Application Period:		From	11/17/23	to	06/07/24					Application Date:		06/07/24
A	B	C	D	E	F	F1	F2	G	H	I	J	K			
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	Value of Item (I / F) (%)			
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	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	190,171.88	190,171.88	1.00	190,171.88	1.00	190,171.88		190,171.88	100%			
2	CLEARING	7.00	TREE	321.26	2,248.82	10.00	3,212.60	10.00	3,212.60		3,212.60	143%			
3	GRUBBING	7.00	TREE	107.09	749.63	10.00	1,070.90	10.00	1,070.90		1,070.90	143%			
4	REMOVE STRUCTURE	9.00	EACH	374.81	3,373.29	8.00	2,998.48	8.00	2,998.48		2,998.48	89%			
5	REMOVE HYDRANT	11.00	EACH	428.35	4,711.85	10.00	4,283.50	10.00	4,283.50		4,283.50	91%			
6	REMOVE SIGN	14.00	EACH	26.77	374.78	33.00	883.41	33.00	883.41		883.41	236%			
7	REMOVE CONCRETE CURB & GUTTER	2,072.00	LIN FT	7.29	15,104.88	2,371.00	17,284.59	2,371.00	17,284.59		17,284.59	114%			
8	REMOVE BITUMINOUS CURB	9,850.00	LIN FT	1.07	10,539.50	1,585.00	1,695.95	1,585.00	1,695.95		1,695.95	16%			
9	REMOVE PIPE SEWERS	150.00	LIN FT	21.42	3,213.00	173.00	3,705.66	173.00	3,705.66		3,705.66	115%			
10	REMOVE WATERMAIN	4,491.00	LIN FT	3.21	14,416.11	4,578.00	14,695.38	4,578.00	14,695.38		14,695.38	102%			
11	REMOVE CONCRETE PAVEMENT	5,276.00	SQ FT	1.51	7,966.76	11,422.00	17,247.22	11,422.00	17,247.22		17,247.22	216%			
12	REMOVE POLES	2.00	EACH	535.44	1,070.88	-	-	-	-		-	-			
13	SALVAGE & RESTORE IRRIGATION SYSTEM	11.00	EACH	481.90	5,300.90	11.00	5,300.90	11.00	5,300.90		5,300.90	100%			
14	FURNISH AND INSTALL SPRINKLER HEAD	117.00	EACH	139.21	16,287.57	47.00	6,542.87	47.00	6,542.87		6,542.87	40%			
15	SALVAGE & REINSTALL MEDIAN DELINIATORS	105.00	LIN FT	107.09	11,244.45	105.00	11,244.45	105.00	11,244.45		11,244.45	100%			
16	SALVAGE & REINSTALL SIGN	35.00	EACH	160.63	5,622.05	16.00	2,570.08	16.00	2,570.08		2,570.08	46%			
17	SALVAGE & REINSTALL FENCE	40.00	LIN FT	53.54	2,141.60	45.26	2,423.22	45.26	2,423.22		2,423.22	113%			
18	SALVAGE & REINSTALL GATE	1.00	EACH	2,891.38	2,891.38	1.00	2,891.38	1.00	2,891.38		2,891.38	100%			
19	COMMON EXCAVATION (CV) (P)	9,962.00	CU YD	27.83	277,242.46	9,962.00	277,242.46	9,962.00	277,242.46		277,242.46	100%			
20	SUBGRADE EXCAVATION (EV)	800.00	CU YD	27.83	22,264.00	394.00	10,965.02	394.00	10,965.02		10,965.02	49%			
21	POND EXCAVATION (EV)	457.00	CU YD	21.42	9,788.94	458.00	9,810.36	458.00	9,810.36		9,810.36	100%			
22	EXPLORATORY EXCAVATION	10.00	HOURS	535.44	5,354.40	-	-	-	-		-	-			
23	SELECT GRANULAR BORROW (CV)	800.00	CU YD	23.38	18,704.00	387.00	9,048.06	387.00	9,048.06		9,048.06	48%			
24	SALVAGED AGGREGATE FROM STOCKPILE (CV) (P)	4,022.00	CU YD	13.21	53,130.62	7,200.00	95,112.00	7,200.00	95,112.00		95,112.00	179%			
25	AGGREGATE SURFACING (CV) CLASS 2	30.00	CU YD	67.47	2,024.10	14.00	944.58	14.00	944.58		944.58	47%			
26	RANDOM RIPRAP CLASS IV	55.00	CU YD	128.51	7,068.05	45.50	5,847.21	45.50	5,847.21		5,847.21	83%			
27	FULL DEPTH RECLAMATION (10")	28,159.00	SQ YD	1.30	36,606.70	39,816.00	51,760.80	39,816.00	51,760.80		51,760.80	141%			
28	BITUMINOUS PATCH SPECIAL (DRIVEWAY/TRAIL)	875.00	SQ YD	33.89	29,653.75	1,577.40	53,458.09	1,577.40	53,458.09		53,458.09	180%			
29	BITUMINOUS PATCH SPECIAL (STREET)	11,996.00	SQ YD	31.33	375,834.68	8,862.00	277,646.46	8,862.00	277,646.46		277,646.46	74%			
30	MILL BITUMINOUS SURFACE (TAPER 1.25" - 0")	168,680.00	LIN FT	0.54	91,087.20	152,110.00	82,139.40	152,110.00	82,139.40		82,139.40	90%			
31	MILL BITUMINOUS SURFACE (1.5")	11,406.00	SQ YD	1.38	15,740.28	11,318.00	15,618.84	11,318.00	15,618.84		15,618.84	99%			
32	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	26,869.00	TON	84.57	2,272,311.33	24,005.00	2,030,102.85	24,005.00	2,030,102.85		2,030,102.85	89%			
33	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,C)	4,220.00	TON	78.37	330,721.40	4,416.50	346,121.11	4,416.50	346,121.11		346,121.11	105%			
34	CONCRETE FLUME	3.00	EACH	535.44	1,606.32	3.00	1,606.32	3.00	1,606.32		1,606.32	100%			
35	24" RC PIPE APRON (WITH TRASH GUARD)	2.00	EACH	4,283.52	8,567.04	2.00	8,567.04	2.00	8,567.04		8,567.04	100%			
36	12" RC PIPE SEWER CLASS V	95.00	LIN FT	66.93	6,358.35	87.00	5,822.91	87.00	5,822.91		5,822.91	92%			
37	15" RC PIPE SEWER CLASS V	190.00	LIN FT	74.96	14,242.40	192.00	14,392.32	192.00	14,392.32		14,392.32	101%			
38	21" RC PIPE SEWER CLASS V	363.00	LIN FT	94.24	34,209.12	363.00	34,209.12	363.00	34,209.12		34,209.12	100%			
39	24" RC PIPE SEWER CLASS V	148.00	LIN FT	128.51	19,019.48	148.00	19,019.48	148.00	19,019.48		19,019.48	100%			
40	BULKHEAD STORM PIPE	4.00	EACH	267.72	1,070.88	5.00	1,338.60	5.00	1,338.60		1,338.60	125%			
41	CONNECT TO EXISTING STORM SEWER	8.00	EACH	1,606.32	12,850.56	9.00	14,456.88	9.00	14,456.88		14,456.88	113%			
42	FILL & ABANDON PIPE	208.00	LIN FT	19.28	4,010.24	140.00	2,699.20	140.00	2,699.20		2,699.20	67%			
43	SANITARY SEWER SERVICE REPAIR	5.00	EACH	1,070.88	5,354.40	10.00	10,708.80	10.00	10,708.80		10,708.80	200%			
44	SANITARY SEWER SERVICE REPAIR (ROOT DAMAGE)	6.00	EACH	1,070.88	6,425.28	17.00	18,204.96	17.00	18,204.96		18,204.96	283%			
45	TEMPORARY WATER SERVICE	1.00	LUMP SUM	26,771.99	26,771.99	1.00	26,771.99	1.00	26,771.99		26,771.99	100%			
46	CONNECT TO EXISTING WATER SERVICE	57.00	EACH	1,177.97	67,144.29	56.00	65,966.32	56.00	65,966.32		65,966.32	98%			
47	CONNECT TO EXISTING WATERMAIN	4.00	EACH	2,677.20	10,708.80	4.00	10,708.80	4.00	10,708.80		10,708.80	100%			

Unit Price

EJCDC C-620 Contractor's Application for Payment
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1 of 3

Contractor's Application for Payment

Owner:	City of Elk River	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	OR1.128082
Contractor:	North Valley Inc.	Contractor's Project No.:	
Project:	2023 Street Improvements Project	Agency's Project No.:	
Contract:			

Application No.: 8		Application Period: From 11/17/23 to 06/07/24		Application Date: 06/07/24								
A	B	C	D	E	F	F1	F2	G	H	I	J	K
Bid Item No.	Description	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) (%)
		Item Quantity	Units	Unit Price (\$)		Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)			
48	ADJUST VALVE BOX	70.00	EACH	240.95	16,866.50	36.00	8,674.20	36.00	8,674.20		8,674.20	51%
49	REMOVE & REPLACE VALVE BOX	14.00	EACH	1,981.13	27,735.82	6.00	11,886.78	6.00	11,886.78		11,886.78	43%
50	6" WATERMAIN DUCTILE IRON CL 52	150.00	LIN FT	74.96	11,244.00	162.00	12,143.52	162.00	12,143.52		12,143.52	108%
51	8" WATERMAIN DUCTILE IRON CL 52	3,607.00	LIN FT	91.02	328,309.14	3,793.00	345,238.86	3,793.00	345,238.86		345,238.86	105%
52	10" WATERMAIN DUCTILE IRON CL 52	715.00	LIN FT	101.73	72,736.95	676.00	68,769.48	676.00	68,769.48		68,769.48	95%
53	6" GATE VALVE & BOX	10.00	EACH	2,516.57	25,165.70	10.00	25,165.70	10.00	25,165.70		25,165.70	100%
54	8" GATE VALVE & BOX	7.00	EACH	3,533.90	24,737.30	9.00	31,805.10	9.00	31,805.10		31,805.10	129%
55	10" GATE VALVE & BOX	2.00	EACH	4,926.05	9,852.10	2.00	9,852.10	2.00	9,852.10		9,852.10	100%
56	HYDRANT	10.00	EACH	7,228.44	72,284.40	10.00	72,284.40	10.00	72,284.40		72,284.40	100%
57	WATERMAIN FITTINGS	2,480.00	POUND	12.85	31,868.00	2,281.00	29,310.85	2,281.00	29,310.85		29,310.85	92%
58	ADJUST CASTING (MANHOLE)	164.00	EACH	408.93	67,064.52	154.00	62,975.22	154.00	62,975.22		62,975.22	94%
59	ADJUST CASTING (CATCH BASIN)	29.00	EACH	626.46	18,167.34	33.00	20,673.18	33.00	20,673.18		20,673.18	114%
60	CASTING ASSEMBLY	21.00	EACH	1,247.57	26,198.97	21.00	26,198.97	21.00	26,198.97		26,198.97	100%
61	CONSTRUCT DRAINAGE STRUCTURE (2'X3')	49.90	LIN FT	540.79	26,985.42	46.70	25,254.89	46.70	25,254.89		25,254.89	94%
62	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	28.00	LIN FT	685.36	19,190.08	28.00	19,190.08	28.00	19,190.08		19,190.08	100%
63	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4022	19.90	LIN FT	733.55	14,597.65	23.60	17,311.78	23.60	17,311.78		17,311.78	119%
64	CONSTRUCT DRAINAGE SKIMMER STRUCTURE (72")	1.00	LUMP SUM	18,204.95	18,204.95	1.00	18,204.95	1.00	18,204.95		18,204.95	100%
65	4" CONCRETE WALK	1,743.00	SQ FT	5.35	9,325.05	1,358.00	7,265.30	1,358.00	7,265.30		7,265.30	78%
66	6" CONCRETE WALK	4,248.00	SQ FT	6.43	27,314.64	2,585.00	16,621.55	2,585.00	16,621.55		16,621.55	61%
67	6" CONCRETE DRIVEWAY PAVEMENT	12,799.00	SQ FT	7.50	95,992.50	11,992.25	89,941.88	11,992.25	89,941.88		89,941.88	94%
68	CONCRETE CURB & GUTTER DESIGN 8412	9,314.00	LIN FT	17.13	159,548.82	9,232.00	158,144.16	9,232.00	158,144.16		158,144.16	99%
69	CONCRETE CURB & GUTTER DESIGN 8618	1,105.00	LIN FT	27.84	30,763.20	1,352.00	37,639.68	1,352.00	37,639.68		37,639.68	122%
70	CONCRETE CURB & GUTTER DESIGN SPECIAL	1,250.00	LIN FT	27.84	34,800.00	889.00	24,749.76	889.00	24,749.76		24,749.76	71%
71	7" CONCRETE VALLEY GUTTER	844.00	SQ FT	16.06	13,554.64	603.00	9,684.18	603.00	9,684.18		9,684.18	71%
72	TRUNCATED DOMES	546.00	SQ FT	53.54	29,232.84	474.00	25,377.96	474.00	25,377.96		25,377.96	87%
73	BITUMINOUS CURB	9,950.00	LIN FT	3.21	31,939.50	2,050.00	6,580.50	2,050.00	6,580.50		6,580.50	21%
74	RELOCATE MAILBOX	64.00	EACH	187.40	11,993.60	64.00	11,993.60	64.00	11,993.60		11,993.60	100%
75	TRAFFIC CONTROL	1.00	LUMP SUM	16,491.55	16,491.55	1.00	16,491.55	1.00	16,491.55		16,491.55	100%
76	SIGN PANELS TYPE C	156.00	SQ FT	58.90	9,188.40	53.00	3,121.70	53.00	3,121.70		3,121.70	34%
77	STABILIZED CONSTRUCTION EXIT	3.00	EACH	535.44	1,606.32	1.00	535.44	1.00	535.44		535.44	33%
78	STORM DRAIN INLET PROTECTION	23.00	EACH	240.95	5,541.85	4.00	963.80	4.00	963.80		963.80	17%
79	SILT FENCE, TYPE MS	1,778.00	LIN FT	1.98	3,520.44	1,006.00	1,991.88	1,006.00	1,991.88		1,991.88	57%
80	SEDIMENT CONTROL LOG TYPE WOOD CHIP	170.00	LIN FT	3.21	545.70	359.00	1,152.39	359.00	1,152.39		1,152.39	211%
81	COMMON TOPSOIL BORROW (LV)	1,045.00	CU YD	49.97	52,218.65	1,599.00	79,902.03	1,599.00	79,902.03		79,902.03	153%
82	FERTILIZER TYPE 3	963.00	POUND	1.07	1,030.41	2,030.00	2,172.10	2,030.00	2,172.10		2,172.10	211%
83	SEEDING	2.90	ACRE	428.35	1,242.22	5.80	2,484.43	5.80	2,484.43		2,484.43	200%
84	SEED MIXTURE 25-151	754.00	POUND	5.14	3,875.56	1,653.00	8,496.42	1,653.00	8,496.42		8,496.42	219%
85	SEED MIXTURE 35-641	6.00	POUND	42.56	255.36	7.00	297.92	7.00	297.92		297.92	117%
86	HYDRAULIC BONDED FIBER MATRIX	9,623.00	ACRE	1.45	13,953.35	22,500.00	32,625.00	22,500.00	32,625.00		32,625.00	234%
87	LANDSCAPING MULCH	5.00	CU YD	69.61	348.05	5.00	348.05	5.00	348.05		348.05	100%
88	24" SOLID LINE MULTI-COMPONENT (WHITE)	67.00	LIN FT	6.96	466.32	99.00	689.04	99.00	689.04		689.04	148%
89	CROSSWALK MULTI-COMPONENT (WHITE)	678.00	SQ FT	5.89	3,993.42	414.00	2,438.46	414.00	2,438.46		2,438.46	61%
90	PAVEMENT MESSAGE MULTI-COMPONENT	1.00	EACH	107.09	107.09	1.00	107.09	1.00	107.09		107.09	100%
Original Contract Totals					\$ 5,433,358.71		\$ 5,135,268.38		\$ 5,135,268.38	\$ -	\$ 5,135,268.38	95%

Unit Price

EICDC C-620 Contractor's Application for Payment
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Contractor's Application for Payment

Owner:	City of Elk River	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	OR1.128082
Contractor:	North Valley Inc.	Contractor's Project No.:	
Project:	2023 Street Improvements Project	Agency's Project No.:	
Contract:			

Application No.: 8		Application Period: From 11/17/23 to 06/07/24		Application Date: 06/07/24								
A	B	C	D	E	F	F1	F2	G	H	I	J	K
Bid Item No.	Description	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) (%)
		Item Quantity	Units	Unit Price (\$)		Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)			
Change Orders												
CO-1	WATSON CIRCLE PATCH	1.00	LUMP SUM	8,483.45	8,483.45	1.00	8,483.45	1.00	8,483.45		8,483.45	100%
CO-2.1	REMOVE 12" STORM PIPE	271.00	LIN FT	23.00	6,233.00	271.00	6,233.00	271.00	6,233.00		6,233.00	100%
CO-2.2	18" RCP STORM PIPE	271.00	LIN FT	96.00	26,016.00	271.00	26,016.00	271.00	26,016.00		26,016.00	100%
CO-2.3	CONNECT TO EX MH	2.00	EACH	4,025.00	8,050.00	2.00	8,050.00	2.00	8,050.00		8,050.00	100%
CO-2.4	BITUMINOUS STREET PATCH	400.00	SQ YD	31.33	12,532.00	400.00	12,532.00	400.00	12,532.00		12,532.00	100%
CO-2.5	REMOVE & REPLACE CURB & GUTTER	20.00	LIN FT	35.13	702.60		-		-		-	
CO-2.6	MOBILIZATION	1.00	LUMP SUM	9,125.00	9,125.00	1.00	9,125.00	1.00	9,125.00		9,125.00	100%
CO-2.7	TRAFFIC CONTROL	1.00	LUMP SUM	450.00	450.00	1.00	450.00	1.00	450.00		450.00	100%
CO-2.8	GRADED CASTING LID	1.00	EACH	397.35	397.35	1.00	397.35	1.00	397.35		397.35	100%
CO-2.9	CLEAR & GRUB TREE	4.00	EACH	675.00	2,700.00	4.00	2,700.00	4.00	2,700.00		2,700.00	100%
CO-2.10	R-3501-TB CASTING ASSEMBLY	2.00	EACH	512.00	1,024.00	2.00	1,024.00	2.00	1,024.00		1,024.00	100%
CO-3.1	MOBILIZATION	1.00	LUMP SUM	25,050.99	25,050.99		-	0.75	18,788.24		18,788.24	75%
CO-3.2	REMOVE CONCRETE CURB & GUTTER	239.00	LIN FT	20.58	4,918.62		-	107.00	2,202.06		2,202.06	45%
CO-3.3	REMOVE BITUMINOUS PAVEMENT	3,614.00	SQ YD	4.03	14,564.42		-	3,448.87	13,898.95		13,898.95	95%
CO-3.4	REMOVE CONCRETE PAVEMENT	435.00	SQ FT	4.11	1,787.85		-	194.00	797.34		797.34	45%
CO-3.5	SALVAGE & REINSTALL LANDSCAPING WALL	15.00	LF	43.81	657.15		-	15.00	657.15		657.15	100%
CO-3.6	COMMON EXCAVATION (CV) (P)	799.00	CU YD	34.18	27,309.82		-	799.00	27,309.82		27,309.82	100%
CO-3.7	AGGREGATE BASE CLASS 5	776.00	CU YD	58.31	45,248.56		-	843.57	49,188.57		49,188.57	109%
CO-3.8	BITUMINOUS PATCH SPECIAL (DRIVEWAY/TRAIL)	3,981.00	SQ YD	17.06	67,915.86		-	3,536.25	60,328.43		60,328.43	89%
CO-3.9	MILL BITUMINOUS SURFACE (1.5")	2,082.00	SQ YD	6.29	13,095.78		-	222.70	1,400.78		1,400.78	11%
CO-3.10	TYPE SP 9.5 WEARING COURSE MIXTURE (2, C)	175.00	TON	133.35	23,336.25		-	63.13	8,418.39		8,418.39	36%
CO-3.11	6" PVC PIPE DRAIN	55.00	LF	40.53	2,229.15		-	55.00	2,229.15		2,229.15	100%
CO-3.12	ADJUST CASTING (MANHOLE)	2.00	EACH	1,204.84	2,409.68		-		-		-	
CO-3.13	ADJUST CASTING (CATCH BASIN)	1.00	EACH	711.95	711.95		-		-		-	
CO-3.14	4" CONCRETE WALK	135.00	SQ FT	16.43	2,218.05		-	96.00	1,577.28		1,577.28	71%
CO-3.15	6" CONCRETE WALK	300.00	SQ FT	27.38	8,214.00		-	98.00	2,683.24		2,683.24	33%
CO-3.16	CONCRETE CURB & GUTTER DESIGN B618	239.00	LIN FT	38.34	9,163.26		-	107.00	4,102.38		4,102.38	45%
CO-3.17	TRUNCATED DOMES	40.00	SQ FT	54.77	2,190.80		-	8.00	438.16		438.16	20%
CO-3.18	TRAFFIC CONTROL	1.00	LUMP SUM	2,628.73	2,628.73		-	1.00	2,628.73		2,628.73	100%
CO-3.19	COMMON TOPSOIL BORROW (LV)	205.00	CU YD	58.05	11,900.25		-	64.00	3,715.20		3,715.20	31%
CO-3.20	FERTILIZER TYPE 3	175.00	POUND	1.30	227.50		-		-		-	
CO-3.21	SEEDING	0.50	ACRE	328.60	164.30		-		-		-	
CO-3.22	SEED MIXTURE 25-151	150.00	POUND	9.85	1,477.50		-		-		-	
CO-3.23	HYDRAULIC BONDED FIBER MATRIX	1,750.00	POUND	1.85	3,237.50		-		-		-	
CO-3.24	4" SOLID LINE MULTI-COMPONENT (WHITE)	655.00	LIN FT	3.94	2,580.70		-		-		-	
CO-3.25	PAVEMENT MARKING SPECIAL	9.00	SF	26.29	236.61		-	30.00	118.20		118.20	5%
CO-3.26	SANITARY SEWER SERVICE REPAIR	1.00	EACH	7,393.20	7,393.20		-	4.50	118.31		118.31	50%
CO-3.27	ALT 1 - SITE 3 OVERLAY TRAIL 2.5"	480.00	SY	24.77	11,889.60		-	1.00	7,393.20		7,393.20	100%
CO-3.28	ALT 1 - SITE 3 REMOVE-REPLACE TRAIL W/ CLS & BIT	480.00	SY	37.88	18,182.40		-		-		-	
Change Order Totals					\$ 386,653.88		\$ 75,010.80		\$ 283,004.38	\$ -	\$ 283,004.38	73%
Original Contract and Change Orders												
Project Totals					\$ 5,820,012.59		\$ 5,210,279.18		\$ 5,418,272.76	\$ -	\$ 5,418,272.76	93%

Unit Price

EJCDC C-620 Contractor's Application for Payment
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Request for Action

To
City Council

Item Number
4.4

Meeting Date
June 17, 2024

Prepared By
Suzanne Fischer, Environmental Services and Special
Projects Director

Item Description
Resolution 24-32 Supporting the Environmental and
Natural Resources Trust Fund

Reviewed by
Suzanne Fischer
Cal Portner
Tina Allard

Action Requested

Approve, by motion, Resolution 24-32 supporting the continued use of State Lottery proceeds for environmental benefit.

Background/Discussion

Over 30 years ago, 77% of Minnesotans voted in favor of using a portion of state lottery proceeds to build the Environment & Natural Resources Trust Fund (ENRTF).

Since then, over \$800 million has been invested to help restore and protect our water, land, and wildlife. Cities across the state have benefitted from these funds through a variety of projects.

In November, Minnesotans will have the opportunity to vote to continue this policy for another 25 years, keeping state lottery funds at work supporting clean lakes, healthy forests, and outdoor recreation. Without passage of the constitutional amendment on the 2024 ballot, the ENRTF will lose its only source of income.

Financial Impact
N/A

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

Attachments

1. 4.7 Action-Requested June 17.2024
2. 4.7 ENRTF Resolution 6.2024

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 Mayor and City Council		Item Number 4.7
Agenda Section Consent Agenda	Meeting Date June 17, 2024	Prepared by Suzanne Fischer, Env. Services/Special Projects Director
Item Description Policy supporting partial use of State Lottery proceeds for the Environmental & Natural Resources Trust Fund (ENRTF).	Reviewed by Cal Portner, City Administrator	
	Reviewed by	

Action Requested

Approve, by motion, a resolution supporting the continued use of State Lottery proceeds for environmental benefit.

Background/Discussion

Over 30 years ago, 77% of Minnesotans voted in favor of using a portion of State Lottery proceeds to build the Environment & Natural Resources Trust Fund (ENRTF). Since then, over \$800 million has been invested to help restore and protect our water, land, and wildlife. Cities across the state have benefitted from these funds through a variety of projects.

In November, Minnesotans will have the opportunity to vote to continue this policy for another 25 years, keeping state lottery funds at work supporting clean lakes, healthy forests, and outdoor recreation. Without passage of the constitutional amendment on the 2024 ballot, the ENRTF will lose its only source of income.

Financial Impact

N/A

Mission/Policy/Goal

Responsible for every dollar – good stewards.

Attachments

- Resolution 2024-XX

The Elk River Vision

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Updated: January 2023



**City of Elk River
City Council**

Resolution 24-32

**A Resolution of the City Council of the City of Elk River Endorsing the
Constitutional Amendment to Reauthorize the Dedication of State
Lottery Proceeds to the Environmental and Natural Resources Trust
Fund.**

WHEREAS, in 2023, the Minnesota State Legislature voted to include the following question on the November 5th, 2024 primary election ballot, “Shall the Minnesota Constitution be amended to protect drinking water sources and the water quality of lakes, rivers, and streams; conserve wildlife habitat and natural areas; improve air quality; and expand access to parks and trails by extending the transfer of proceeds from the state-operated lottery to the environment and natural resources trust fund, and to dedicate the proceeds for these purposes?”

WHEREAS, Minnesota has benefited greatly from the Environment and Natural Resources Trust Fund, which, since being approved by voters in 1991, has provided over \$800 million to more than 1,700 projects around the state “for the public purpose of protection, conservation, preservation, and enhancement of the state’s air, water, land, fish, wildlife, and other natural resources.”

WHEREAS, the City of Elk River acknowledges that the Environment and Natural Resources Trust Fund has been a crucial investment that has protected ecosystems, aided local communities, promoted outdoor recreation, improved health outcomes, pursued environmental equity, bolstered agricultural resiliency, and supported strong businesses and good-paying jobs across the state.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows: that this body supports the constitutional amendment to reauthorize the dedication of state lottery proceeds to the Environment and Natural Resources Trust Fund and urges Minnesotans to vote “YES” on election day - Tuesday, November 5th, 2024.

Passed and adopted this 17th day of June 2024.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk





Request for Action

To
City Council

Item Number
4.5

Meeting Date
June 17, 2024

Prepared By
Suzanne Fischer, Environmental Services and Special
Projects Director

Item Description
Adopt-a-Storm Drain Program Agreement 24-16

Reviewed by
Suzanne Fischer
Cal Portner
Tina Allard

Action Requested

Approve, by motion, an Agreement 24-16 with Sherburne County to participate in the Adopt-a-Storm Drain Program.

Background/Discussion

Background/Discussion

The Sherburne County Adopt-a-Storm Drain program is a collaborative effort developed by the Sherburne County Public Works Department, Planning & Zoning, Soil and Water Conservation District (SWCD), and local municipality road authorities.

The supporting road authorities are working with Sherburne SWCD to sponsor this program. With the acceptance of the agreement and selection of the drain/drains, these will be the drain/drains the city elects to 'adopt.'

Staff recommends adding this component to our existing Adopt-a-Park and Adopt-a-Pond programs. Recreation currently has 37 parks 'adopted' by residents or businesses. Storm drains near existing ponds are a priority. Additional drains will be identified and selected based on volunteer levels.

Financial Impact

N/A

Mission/Policy/Goal

Work with citizens to achieve goals.

Attachments

1. 4.8 Action-Requested_June 2024
2. 4.8 at I AASD_JPA_CityofElkRiver Agr 6.17.2024

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3. 4.8 at2 Adopt a Storm Drain Agreement



Request for Action

To Mayor and City Council		Item Number 4.8
Agenda Section Consent Agenda	Meeting Date June 17, 2024	Prepared by Suzanne Fischer, Env. Serv/Special Projects Director
Item Description Sherburne County's Adopt-a-Storm Drain Program.		Reviewed by Cal Portner, City Administrator
		Reviewed by

Action Requested

Approve, by motion, an agreement with Sherburne County to participate in the Adopt-a-Storm Drain Program.

Background/Discussion

The Sherburne Adopt a Storm Drain program is a collaborative effort developed by the Sherburne County Public Works Department, Sherburne County P&Z, Sherburne County SWCD, and local municipality road authorities. The supporting road authorities are working with Sherburne SWCD to sponsor this program. With the acceptance of the agreement and selection of the drain/drains, these will be the drain/drains the city elects to 'adopt.'

Staff recommends adding this component to our existing Adopt-a-Park and Adopt-a-Pond programs. Recreation currently has thirty-seven parks 'adopted' by residents or businesses. Storm drains near existing ponds are priority. Additional drains will be identified and selected based on volunteer levels.

Financial Impact

N/A

Mission/Policy/Goal

Work with citizens to achieve goals.

Attachments

- JPA between Sherburne County, Sherburne SWCD, and the City of Elk River
- Volunteer Agreement & Release

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Updated: January 2023

**JOINT POWERS AGREEMENT
BETWEEN SHERBURNE COUNTY/SWCD AND CITY OF ELK RIVER
Adopt a Drain Program**

THIS AGREEMENT is made and entered into this 17th day of June 2024, (the “Effective Date”) by and between the Sherburne Soil and Water Conservation District, (“SWCD”), and the Municipality/County of Elk River.

WHEREAS, SWCD and the Municipality have vested interests in improving water quality in our County; and

WHEREAS, the Municipality has identified drains that take surface waters from the roads and discharge into the waters of the County; and

WHEREAS, both parties to this agreement seek to engage the public in the protection of the waters of the County through a program called “Adopt a Drain” which SWCD is interested in facilitating; and

WHEREAS, Minn. Stat. § 471.59 authorizes the SWCD and the Municipality to enter into an agreement for the joint exercise of powers and the sharing of resources; and

WHEREAS, SWCD and the Municipality agree that cooperating is in the best interest of the public, and therefore enter into this Agreement to identify the responsibilities and obligations of each of the parties in this cooperative effort.

NOW, THEREFORE, in consideration of the premises and covenants contained herein and subject to the provisions of Minn. Stat. § 471.59, the parties agree as follows:

1. Purpose. The parties enter into this Agreement for the purpose of facilitating the program known as Adopt a Drain.
2. Term. Notwithstanding the date of the signatures of the parties, the term of this Agreement shall commence on the Effective Date and, unless earlier terminated pursuant to this Agreement, shall terminate as set forth in this agreement.
3. Duties of the Municipality.
 - 3.1. Identification of Drains. By entering into this agreement, the Municipality agree to allow SWCD to operate a program that provides for the adoption of a drain by citizens on roads under the Municipality’s authority. The Municipality shall provide information in a format that is mutually agreeable to both parties which identifies their road system and the drains that flow into the waters of the County that would be eligible for

“adoption”. The Municipality shall promote on their website information on the Adopt A Drain program.

3.2. Payment– Municipality Involvement. There shall be no out of pocket expenses incurred by the Municipality for its involvement in this agreement

4. Duties of the County SWCD.

4.1. Program Administration. SWCD and the Municipality shall solicit citizens to become involved in the Adopt a Drain program. SWCD shall administer the program including the provision to the Municipality of information regarding the program for the Municipality to place on its website; obtaining the waivers of liability for citizen volunteers and provision of safety guidelines, and other related efforts regarding the program. SWCD will provide to the Municipality a contact name for the administration of the program. SWCD will be responsible for any costs incurred in the administration of the program.

5. General Provisions.

5.1. Entire Agreement; Amendments. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, documents and proposals, oral or written, between the parties with respect thereto. Any amendment or modification to this Agreement shall not be valid unless such amendment or modification (i) is in writing and signed by authorized representatives of both parties and (ii) references this Agreement. The terms and conditions of the exhibits are integral parts of this Agreement and are fully incorporated herein by this reference.

5.2. Cooperation. The parties agree to cooperate to further the Adopt A Drain program to the extent feasible and to the extent permitted by law. The parties further agree to cooperate in resolving any disputes the parties may have.

5.3. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to the other party. If notice is delivered by mail, it shall be deemed to be received two days after mailing.

5.4. Notices. Any notices required or permitted to be given under this Agreement shall be delivered personally or sent by certified mail to the other party as follows:

To SWCD: Francine Larson, District Manager

To the Municipality: Suzanne Fischer, Environment Services/Special Projects Director

- 5.5. Governing Law. This Agreement shall be governed by the laws of the State of Minnesota. For the purpose of resolving conflicts related to or arising out of this Agreement, the parties expressly agree that venue shall be exclusively in the State of Minnesota, County of Sherburne.
- 5.6. Disbursement of Property. At termination of this agreement, all property shall belong to SWCD.
- 5.7. Audit. The parties shall maintain complete and accurate records with respect to costs incurred and services performed under this Agreement for a period of at least six (6) years after the termination of this Agreement. Pursuant to Minn. Stat. § 16C.05, Subd. 5, each party shall allow the other party, the State Auditor, or their authorized representatives access to the books, records, documents, and accounting procedures and practices relevant to the subject matter of the Agreement, for purposes of audit.
- 5.8. Data Practices. All data created, collected, received, stored, used, maintained, or disseminated for any purpose in connection with this Agreement is governed by the Minnesota Data Practices Act, as well as other State and Federal rules and regulations relating to data privacy.
- 5.9. Assignment and Delegation. Neither party shall assign its rights or delegate its duties under this Agreement.
- 5.10. Liability. Each party will be solely responsible for its own acts and omissions and the results thereof, to the extent authorized by law. The parties mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement.
- Minnesota Statutes Chapter 466 and other applicable laws govern the parties' liability.
- SWCD have insurance coverage with MCIT for its actions and those under its direction and control. By provision of this coverage, SWCD does not intend to waive any immunities that it may enjoy.
- 5.11. Severability and Signatures. In the event that any portion of this Agreement shall be held to be invalid, such invalidity shall not affect the validity of the remainder

of this Agreement. This agreement may be separately executed by the parties and shall still bind both to the terms herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the Effective Date set forth above.

**Sherburne Soil and Water
Conservation District**

MUNICIPALITY

By: _____

Its: Chair

By: _____

Its: Chair/Mayor

Attest: _____

Its: District Manager

Attest: _____

Its: Environment Services/Special Projects
Director

Adopt a Storm Drain Agreement & Release

Thank you for your interest in becoming a Sherburne Adopt a Storm Drain Volunteer!

The Sherburne Adopt a Storm Drain program is a collaborative effort developed by the Sherburne County Public Works Department, Sherburne County Planning and Zoning Department, Sherburne Soil and Water Conservation District, and local municipality road authorities. The supporting road authorities are working with Sherburne Soil and Water Conservation District to sponsor this program. Following the acceptance of the agreement and selection of the drain/drains, these will be the drain/drains you have elected to "adopt."

This agreement between Sherburne Soil and Water Conservation District ("SWCD") and the individual (Applicant) governs Applicant's and their volunteers' participation in the Sherburne Adopt a Storm Drain Program. The Applicant and Sherburne Soil and Water Conservation District agree as follows:

- **Applicant Defined.** As used in this Agreement, "Applicant" means and include the person(s) or entity entering into this agreement, and its members, representatives, and any and all participants engaging in Adopt a Storm Drain activities. Applicant must be 18 years old.
- **Agreement Term.** This Agreement will be effective on date form is submitted. It will remain in effect until the Applicant notifies SWCD that they would like to withdraw from the program or after one year of not completing an Adopt a Storm Drain Maintenance Report. Applicant must not begin engaging in Adopt a Storm Drain activities until this Agreement is fully executed.
- **Terms and Conditions Are Part of this Agreement.** The Sherburne Adopt a Storm Drain Safety Guidelines are made a part of this Agreement. Applicant and their volunteers agree to abide by these guidelines.

Applicant and their volunteers agree that they will obey and abide by all laws and regulations, including those relating to safety and any such additional terms Road authority may require.

Applicant and all other individuals participating agree that it:

WILL

- Monitor their chosen storm drains a minimum of twice per year, pickup and properly dispose of litter / debris and report activities using the Adopt a Storm Drain Maintenance Report through the Sherburne Adopt a Storm Drain website.
- Ensure that each participant and their volunteers review the Adopt a Storm Drain Safety Guidelines and this Agreement before participating in the Adopt a Storm Drain activity.
- Anyone between the age of 12-17 must be accompanied by an adult and must have permission from their parent or guardian.
- Follow the Adopt a Storm Drain Guidelines
- Only monitor storm drains and pick up litter / debris during daylight hours and in good weather
- Wear required safety vests and exercise safety precautions in handling any potentially hazardous materials.
- Report illicit discharge and any other hazardous materials to the local road authority.

WILL NOT

- Engage in Adopt a Storm Drain activities until this agreement is fully signed, and all Applicant's participants have reviewed this agreement and the Sherburne Adopt a Storm Drain Safety Guidelines.
- Work beyond their chosen and assigned stormwater drains.

- Pickup litter / debris only around the opening and exterior of storm water drains. Opening of manholes, grates or other drain structures is not allowable. Maintenance needs for these areas are to be reported to the Sherburne Adopt a Storm Drain website.
- Permit any person under the age of 12 to be present at the work site, even if not engaged in litter / debris picking activities.
- Have any person present at the work site who is not participating in the Adopt a Storm Drain activity. They will not allow any animals to be present while participating in the program.

- **Volunteer Capacity.** Applicant and their volunteers are acting in a volunteer capacity, and will not be deemed an officer, employee or agent of SWCD or the road authority for any reason. Applicant and their volunteers will not receive any compensation or benefits from SWCD or the road authority. Applicant and Applicant's volunteers are responsible for their own insurance coverage for injuries arising from or related to their engaging in Adopt a Storm Drain activities.
- **Release of Liability for Personal Injury and Property Damage.** Applicant and their volunteers assumes full responsibility for any injuries to their person or property arising from or related to engaging in Adopt a Storm Drain activities. Neither SWCD or the road authority will not be responsible for any injuries or property damage arising from the Applicant or their volunteers engaging in activities.
- **Hazards Acknowledged.** Applicant and their volunteers recognize the risks and potential hazardous nature of activities related to the Adopt a Storm Drain program. Hazards include but are not limited to being exposed to weather, uneven terrain, plant life and wildlife, insects, nearby traffic, pollutants and medical waste and hazardous waste. Applicant and their volunteers agree to accept all risks of participation. Under no circumstances may an individual under the age of 12 be allowed to be a participant or volunteer under this program.
- **Road authority May Modify or End Agreement for Any Reason or For No Reason.** SWCD may, in its sole discretion, revise or terminate this Agreement at any time, with or without cause and without notice to the Applicant.
- **Severability.** If any term of this Agreement is deemed invalid or unenforceable, such term shall be excluded to the extent of such invalidity or unenforceability. The remaining terms of this Agreement shall not be affected.
- **Program Contact.** Applicant will contact the road authority to report any issues with storm drains. For questions about the program details, contact Franny Gerde at Sherburne County Soil and Water Conservation District at 763-220-3434 or fgerde@sherburneswcd.org

(The Authorized Representative is signing on behalf of all volunteers participating in the Adopt a Storm Drain Program in your organization)



Request for Action

To
City Council

Item Number
4.6

Meeting Date
June 17, 2024

Prepared By
Cal Portner, City Administrator

Item Description
Interim Police Chief Designation - Darren McKernan.

Reviewed by
Cal Portner
Lauren Wipper
Tina Allard

Action Requested

Approve, by motion, an interim pay increase for Captain Darren McKernan for performance as the designated interim chief of police.

Background/Discussion

Police Chief Ron Nierenhausen retired effective May 31, 2024. The City Council has initiated an executive recruitment through GovHR USA/MGT.

In the interim, before the replacement chief is on board, the Minnesota Board of Police Officer Standards and Training (POST) requires a designated chief for POST licensing responsibilities.

The city administrator recommends designating Captain Darren McKernan as interim chief of police. Captain McKernan meets the minimum qualifications for the designation of chief of police.

The city has typically adjusted the wages of individuals designated for leadership positions to reflect the additional responsibility, decision-making, and accountability. The rate, historically, has been 10% of current pay.

Financial Impact

The interim increase can be absorbed in the General Fund in the absence of the budgeted chief of police.

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
4.7

Meeting Date
June 17, 2024

Prepared By
Jolene Richter, Deputy Clerk

Item Description
2024-2025 Liquor License Renewals

Reviewed by
Cal Portner
Tina Allard

Action Requested

Approve, by motion, the attached list of liquor license renewals for the period of July 1, 2024, through June 30, 2025.

Background/Discussion

Liquor licenses run from July 1 through June 30.

Financial Impact

N/A

Mission/Policy/Goal

Elk River Mission

Attachments

I. Liquor License Renewals

The Elk River Vision

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



2024-2025 LIQUOR LICENSES

3.2 Percent On-Sale (\$225/year)

- Pinewood Golf Club

3.2 Percent Off-Sale (\$75/year)

- McCoy's Pub

On-Sale Liquor (\$5,000/year)

- Buffalo Wild Wings Grill & Bar
- Hajime Sushi Restaurant
- McCoy's Pub

On-Sale Sunday (\$200/year)

- Buffalo Wild Wings Grill & Bar
- Hajime Sushi Restaurant
- McCoy's Pub



Request for Action

To
City Council

Item Number
4.8

Meeting Date
June 17, 2024

Prepared By
Joshua Mollan, Economic Development Specialist

Item Description
Duffy Development Letter of Support for Coachman II State Funding Application

Reviewed by
Brent O'Neil
Cal Portner
Tina Allard

Action Requested

Approve, by motion, a letter of support for Duffy Development Company for a state funding application for the proposed Coachman II housing project.

Background/Discussion

Duffy Development Company (Duffy) proposed an affordable senior housing project called Coachman Ridge II near the Northstar Station. The proposed project is for roughly 50 units for residents with incomes at 30% to 50% of the area median income. The total project is expected to cost \$15 to \$18 million.

To support the affordability component, Duffy will apply again for funding through the Minnesota Housing Agency. Like last year, Duffy has requested a letter of support from the city to ensure the strongest possible application. The application is due in mid-July.

The City Council and HRA have previously shown support for this project. In June 2023, a similar letter of support was approved and signed by the City Council upon recommendation of the HRA. This year, staff suggested a joint letter of support from the City Council and HRA. The HRA approved, and Chair Chuba signed the letter at their June 3 meeting.

Financial Impact
N/A

Mission/Policy/Goal

Support the growth and development of the community. Opportunity to live, work, and play.

Attachments

1. Council and HRA Letter of Support - Duffy
2. Coachman II Draft Site Plan

The Elk River Vision

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





June 17, 2024

Mr. John Duffy
Mr. Jeff Von Feldt
Duffy Development Company, Inc.
12708 Wayzata Blvd., Suite 400
Minnetonka, MN 55305

☒ Sent via email to jduffy@duffydevelopment.com
☒ Sent via email to jvonfeldt@duffydevelopment.com

RE: Proposed Elk River Affordable Senior Apartments (Coachman Ridge II)

Dear Mr. Duffy and Mr. Von Feldt:

The Elk River City Council and Housing and Redevelopment Authority (HRA) have previously reviewed the proposed Coachman Ridge II affordable senior housing development proposal which proposes a 45-55-unit, new multi-family construction project in the City of Elk River. We understand that you will be submitting a funding application through the Minnesota Housing Finance Agency (MHFA) Consolidated RFP process in July of 2024, and that the project is proposed to target individuals 55+ with incomes at 30% to 50% of area median income.

The need for this type of housing Elk River is evidenced by the Comprehensive Housing Market Study Updates completed for the city by Maxfield Research on February 15, 2018, and Preliminary Analysis for Elk River Apartments completed for Duffy Development by Market Analyst Professionals on May 20, 2023.

The proposed parcel for the proposed project is adjacent to another multi-family property and the Northstar commuter rail station. The city's Comprehensive Plan guides the property for multi-family use and standard entitlement processes would apply.

The HRA and City Council moved to support your application at their June 3 and June 17, 2024, meetings, respectively. On behalf of the City Council and HRA, please accept this letter of support for your application to the MHFA.

Sincerely,

John J. Dietz
Mayor, City of Elk River

Dennis Chuba
Chair, Housing and Redevelopment Authority

13065 Orono Parkway
Elk River, MN 55330
763.635.1000



ElkRiverMN.gov



Request for Action

To
City Council

Item Number
4.9

Meeting Date
June 17, 2024

Prepared By
Ryan Sandhoefner, Engineering Project Manager

Item Description
Resolution 24-33: Variance Request for Dodge Avenue and 5th Street Intersection

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

Action Requested

Adopt, by motion, Resolution 24-33 detailing the proposed variance of Dodge Avenue NW (MSA Route 118), 5th Street NW (MSA Route 117), and Line Avenue NW (MSA Route 136).

Background/Discussion

As part of the city's frontage/backage road project scheduled for 2025, 5th Street is set to be realigned to run continuously from Dodge Avenue to Line Avenue. This includes implementing a new cul-de-sac on Line Avenue just north of 184th Circle. Because these segments are part of the city's State Aid routes, they must conform to all State Aid road requirements unless otherwise approved by MnDOT State Aid Operations.

Due to right-of-way restrictions and to keep the curve consistent with the rest of Dodge Avenue, staff recommends requesting a variance from State Aid rules to allow a 25 MPH curve at the intersection of Dodge Avenue NW and 5th Street NW in lieu of a 30 MPH curve. Part of the variance application includes the need for a formal resolution passed by the City Council.

Financial Impact

If the variance request is approved, it is estimated to save approximately \$195,000 in right-of-way and pond relocation costs.

Mission/Policy/Goal

Responsible for every dollar - good stewards

Attachments

1. Resolution 24-33
2. Variance Request

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, MINNESOTA
RESOLUTION NO. 24-33**

**A Resolution Requesting a Variance from Standard for State Aid Operation for
Project No. S.A.P. 204-117-002, S.A.P. 204-118-002, S.A.P. 204-136-002.**

WHEREAS, the City of Elk River is preparing plans for the reconstruction of Dodge Avenue NW (MSA Route 118), 5th Street NW (MSA Route 117), and Line Avenue NW (MSA Route 136) from 600' North of 5th Street NW to 100' South of Xavier Circle; and

WHEREAS, Minnesota Rules for State Aid Operation 8820.9936 (Minimum Design Standards, Urban; New or Reconstruction Projects) requires the horizontal alignment to be designed to a minimum speed of 30 miles per hour; and

WHEREAS, the reasons for this variance request are to keep this curve consistent with the two curves to the North on Dodge Avenue which are already designed for 25 miles per hour. This variance would also minimize the amount of right-of-way that needs to be purchased on the NE corner of Dodge Avenue NW and 5th Street NW.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ELK RIVER, MINNESOTA AS FOLLOWS; that

1. The City Council does hereby request a variance from the Minnesota Department of Transportation State Aid Operations Rules Chapter 8820.9936 Minimum Design Standards, Urban; New or Reconstruction Projects to allow a 25 MPH curve at the intersection of Dodge Avenue NW and 5th Street NW in lieu of a 30 MPH curve, and
2. The City Council hereby indemnifies, saves and hold harmless the State of Minnesota and its agents and employees of and from claims, demands, actions, or causes of action arising out of or by reason of (project descriptions) in accordance with Minnesota Rules 8820.9936 and further agrees to defend at their sole cost and expense any action or proceeding commenced for the purpose of asserting any claim arising as a result of the granting this variance.

Adopted by the Elk River City Council this 17th day of June, 2024

CITY OF ELK RIVER, MINNESOTA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

Variance Request

S.A.P. 204-117-002, 204-118-002, & 204-136-002
Dodge Avenue & 5th Street Intersection

City of Elk River
May 31, 2024

Submitted by:
Bolton & Menk, Inc.
7533 Sunwood Drive NW
Suite 206
Ramsey, MN 55303
P: 763-433-2851



Certification

Variance Request

For

Dodge Avenue & 5th Street Intersection

City of Elk River

OR1.133186

May 31, 2024

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Appendix

Appendix A: Preliminary Cost Estimates

Appendix B: Figures

I. RESOLUTION

Variance Request – Requesting variance for 25 MPH horizontal curves instead of 30 MPH horizontal curves as required by State Aid Rule 8820.9936 – to be acted on by the Elk River City Council prior to the variance committee meeting.

Parking Restrictions on State Aid Routes - Establishing Parking Restrictions on Particular Municipal State Aid Routes– to be acted on by the Elk River City Council in a future meeting.

II. LOCATION MAP AND TYPICAL SECTION

See Figure 1 for existing and proposed typical sections. Existing roadway section is a 32'-42' wide urban roadway. Proposed section is a 32-ft urban roadway. See Figure 2 for proposed variance request design. Figures 3 and 4 show potential designs that would stay within the parameters of 8820.9936 but would include additional cost.

III. ADJACENT LAND USES

Land uses along Dodge Avenue NW include Various restaurants and businesses including but not limited to an auto shop, tattoo shop, buffet, and veterinary clinic. Land use along 5th Street NW include apartments, residential homes, and businesses including a mortgage broker and tailor.

IV. MOTORIST, PEDESTRIAN, VEHICLES AND COMMERCIAL NEEDS

The proposed conditions would turn an existing stop condition with conflict points into a continuous curve improving the safety of the intersection. With all options the city intends to add a sidewalk on the north side of the road increasing pedestrian safety and access to the larger sidewalk network.

V. EFFECTS OF DESIGNING IN ACCORDANCE WITH RULE AND WITHOUT

- A. With the rule (30 MPH Curve)
 - 1. Need for acquiring additional right-of-way from two properties.
 - 2. Relocation of pond due to 30 MPH curve requirements.
 - 3. Existing 25 MPH curve outside project limits to the north will remain in place restricting speeds.
- B. With the rule (30 MPH Super Elevated Curve)
 - 1. Need for acquiring additional right-of-way from two properties.
 - 2. Relocation of pond due to 30 MPH curve requirements.
 - 3. Existing 25 MPH curve outside project limits to the north will remain in place restricting speeds.
- C. Without the rule (25 MPH curve)
 - 1. Minimal right-of-way acquisition and impact on 522 Dodge Avenue.
 - 2. Two already existing curves on Dodge Avenue are design as 25 MPH curves and we would simply match that constraint.

VI. DEFINE CRITICAL DESIGN ELEMENT

Critical element is the horizontal curve, which provides for a design speed curve of 25 MPH (182' Radius) with 2% crown, in lieu of the 30 MPH (300' Radius) minimum design speed curve.

VII. ESTIMATED ADDITIONAL COSTS

A. 30 MPH Curve

The additional cost for the 30 MPH curve would include relocation of a pond due to the horizontal design requirements for the 30 MPH curves. This option would also have the added cost of right-of-way acquisition for two properties. The total additional cost over the requested variance would be \$195,140

B. 30 MPH Super Elevated Curve

The additional cost for the 30 MPH super elevated curve would also include the relocation of a pond due to the design requirements for the 30 MPH curves. This option would also have added cost of right-of-way acquisition for two properties. The total additional cost over the requested variance would be \$240,650

VIII. ACCIDENT DATA

There is no history of accidents at this location.

IX. TRAFFIC COUNTS

A. Existing ADT – 5,350 (2024)

B. Projected ADT – 6,290 (2044)

X. LEGAL, POSTED SPEED

Posted 30 MPH

XI. FUTURE IMPROVEMENTS

No future improvements are anticipated at this time.

XII. SAFETY, MITIGATION

Roadway to be signed with 25 MPH advisory and curve signs along with no parking signs, consistent with the MMUTCD Manual, if variance is granted. All options would eliminate a stop condition turning the intersection into a continuous curve improving the safety of said intersection. Sidewalk will also be added through the project area to improve pedestrian safety.

XIII. PERTINENT FACTORS

The existing curves to the north are 25 MPH curves and have had no recorded accidents. The proposed improvement would be to add another 25 MPH curve at the intersection of Dodge Avenue and 5th Street along with eliminating a stop condition improving the safety of the intersection.

Appendix A: Preliminary Cost Estimates



ENGINEER'S PRELIMINARY COST ESTIMATE FOR REQUESTED VARIANCE LIMITS

DODGE AVENUE & 5TH STREET INTERSECTION VARIANCE REQUEST (25 MPH CURVES)

CITY OF ELK RIVER

BMI Project No.: 0R1.133186

H:\ELKR\0R1133186\3_Design\Variance Request\[Preliminary Cost Estimate1.xlsx]Eng. Prelim. Estimate (3)

5/31/2024

Item No.	Item	Estimated Quantity	Unit	Unit Price	Amount
1	BITUMINOUS PAVEMENT	435	TON	\$100.00	\$43,500.00
2	B618 CURB & GUTTER	1050	LF	\$30.00	\$31,500.00
3	CLASS V	440	CU YD	\$20.00	\$8,800.00
Subtotal					\$83,800.00
10% Contingency					\$8,380.00
Total Estimated Construction Cost					\$92,180.00
R/W Acquisition					\$16,160.00
Design, Administration and Construction Engineering					\$13,830.00
Total Estimated Project Cost					\$122,170.00

NOTE: Assume removal and roadway grading will be in all alternates so they have been excluded from this estimate to only define cost differences



ENGINEER'S PRELIMINARY COST ESTIMATE FOR REQUESTED VARIANCE LIMITS

DODGE AVENUE & 5TH STREET INTERSECTION VARIANCE REQUEST (30 MPH CURVE)

CITY OF ELK RIVER

BMI Project No.: 0R1.133186

H:\ELKR\0R1133186\3_Design\Variance Request\[Preliminary Cost Estimate1.xlsx]Eng. Prelim. Estimate (3)

5/31/2024

Item No.	Item	Estimated Quantity	Unit	Unit Price	Amount
1	BITUMINOUS PAVEMENT	620	TON	\$100.00	\$62,000.00
2	B618 CURB & GUTTER	1350	LF	\$30.00	\$40,500.00
3	CLASS V	630	CU YD	\$30.00	\$18,900.00
4	POND RELOCATION	1	LS	\$80,000.00	\$80,000.00
Subtotal					\$201,400.00
10% Contingency					\$20,140.00
Total Estimated Construction Cost					\$221,540.00
R/W Acquisition					\$62,540.00
Design, Administration and Construction Engineering					\$33,230.00
Total Estimated Project Cost					\$317,310.00
Cost Over Requested Variance Option					\$195,140.00

NOTE: Assume removal and roadway grading will be in all alternates so they have been excluded from this estimate to only define cost differences



ENGINEER'S PRELIMINARY COST ESTIMATE FOR REQUESTED VARIANCE LIMITS

DODGE AVENUE & 5TH STREET INTERSECTION VARIANCE REQUEST (30 MPH SUPER ELEVATION)

CITY OF ELK RIVER

BMI Project No.: 0R1.133186

H:\ELKR\0R1133186\3_Design\Variance Request\[Preliminary Cost Estimate1.xlsx]Eng. Prelim. Estimate (3)

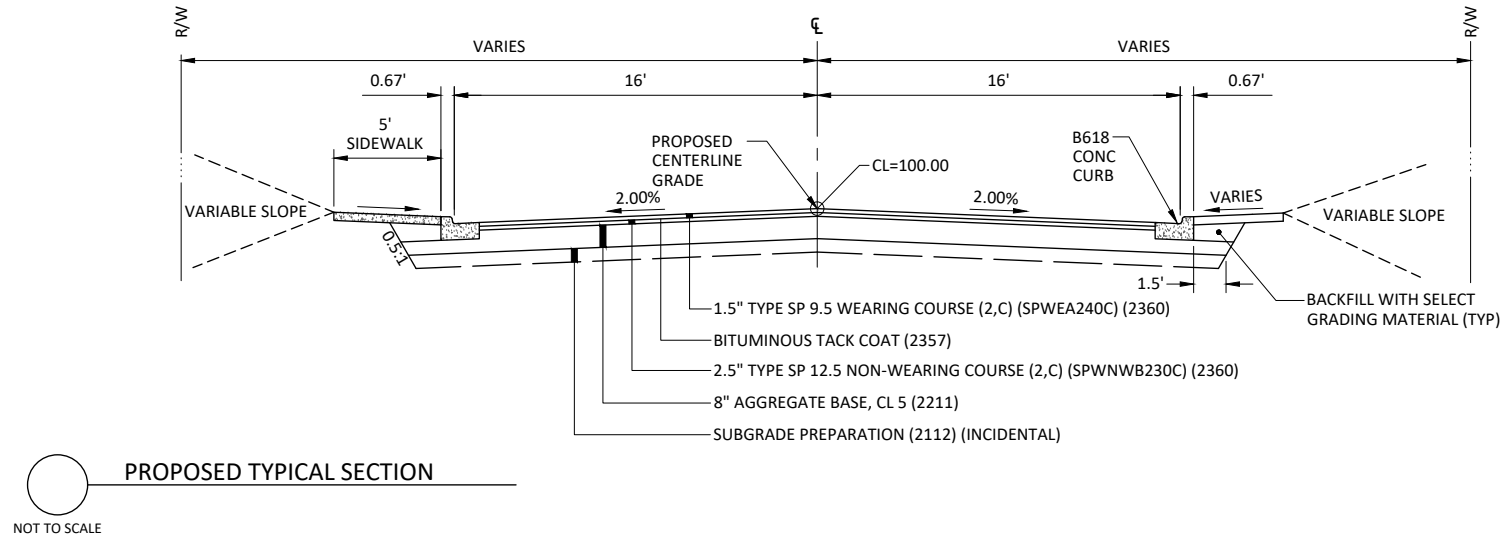
5/31/2024

Item No.	Item	Estimated Quantity	Unit	Unit Price	Amount
1	BITUMINOUS PAVEMENT	725	TON	\$100.00	\$72,500.00
2	B618 CURB & GUTTER	1610	LF	\$30.00	\$48,300.00
3	CLASS V	730	CU YD	\$30.00	\$21,900.00
4	POND RELOCATION	1	LS	\$100,000.00	\$100,000.00
Subtotal					\$242,700.00
10% Contingency					\$24,270.00
Total Estimated Construction Cost					\$266,970.00
R/W Acquisition					\$55,800.00
Design, Administration and Construction Engineering					\$40,050.00
Total Estimated Project Cost					\$362,820.00
Cost Over Requested Variance Option					\$240,650.00

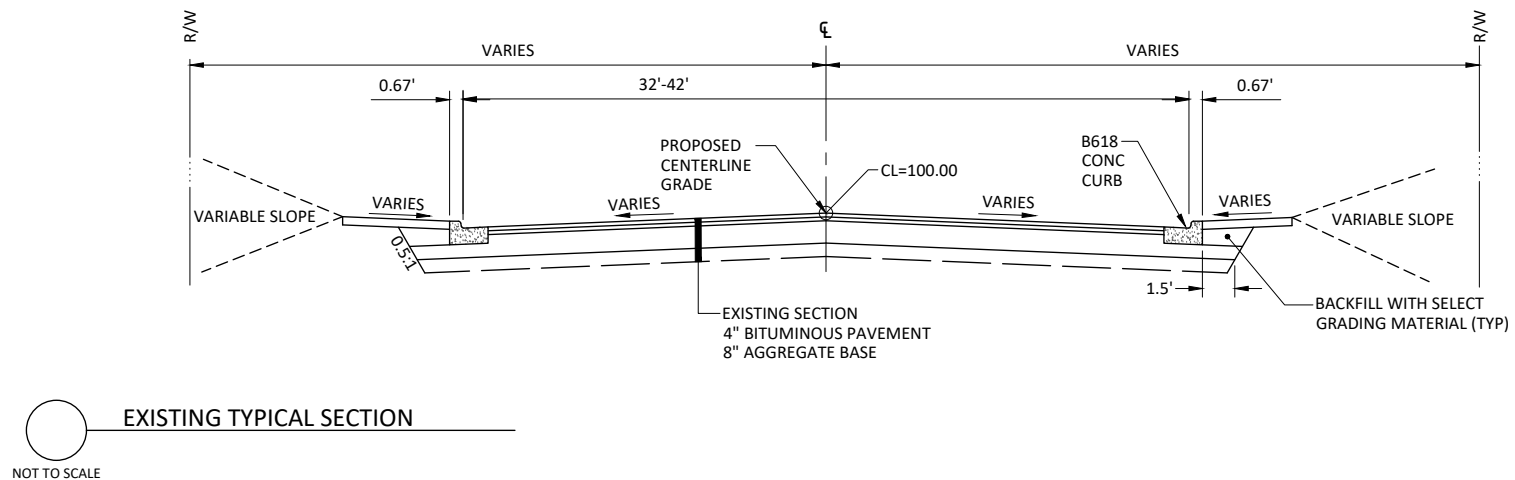
NOTE: Assume removal and roadway grading will be in all alternates so they have been excluded from this estimate to only define cost differences

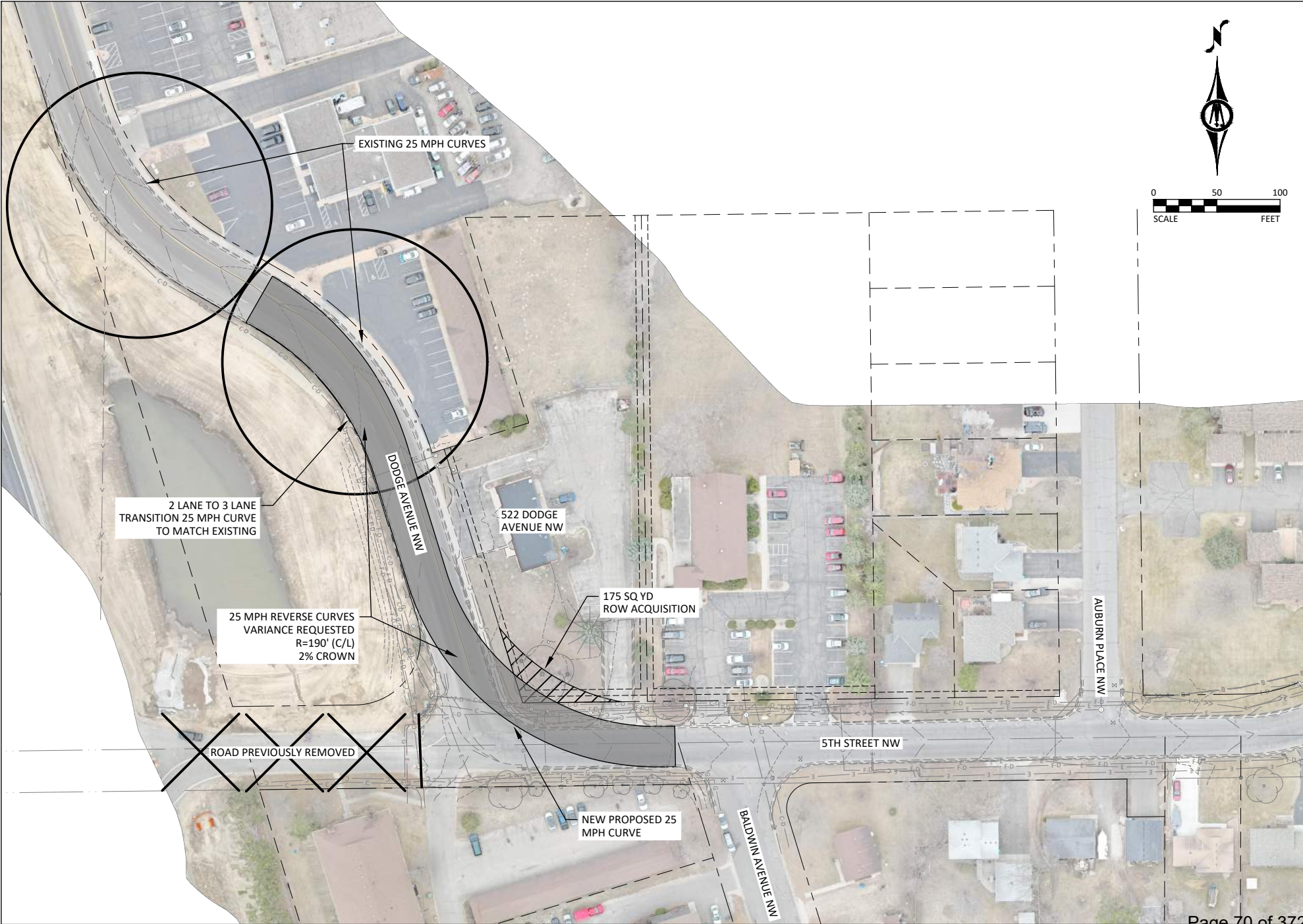
Appendix B: Figures

PROPOSED TYPICAL SECTION - DODGE AVENUE & 5TH STREET

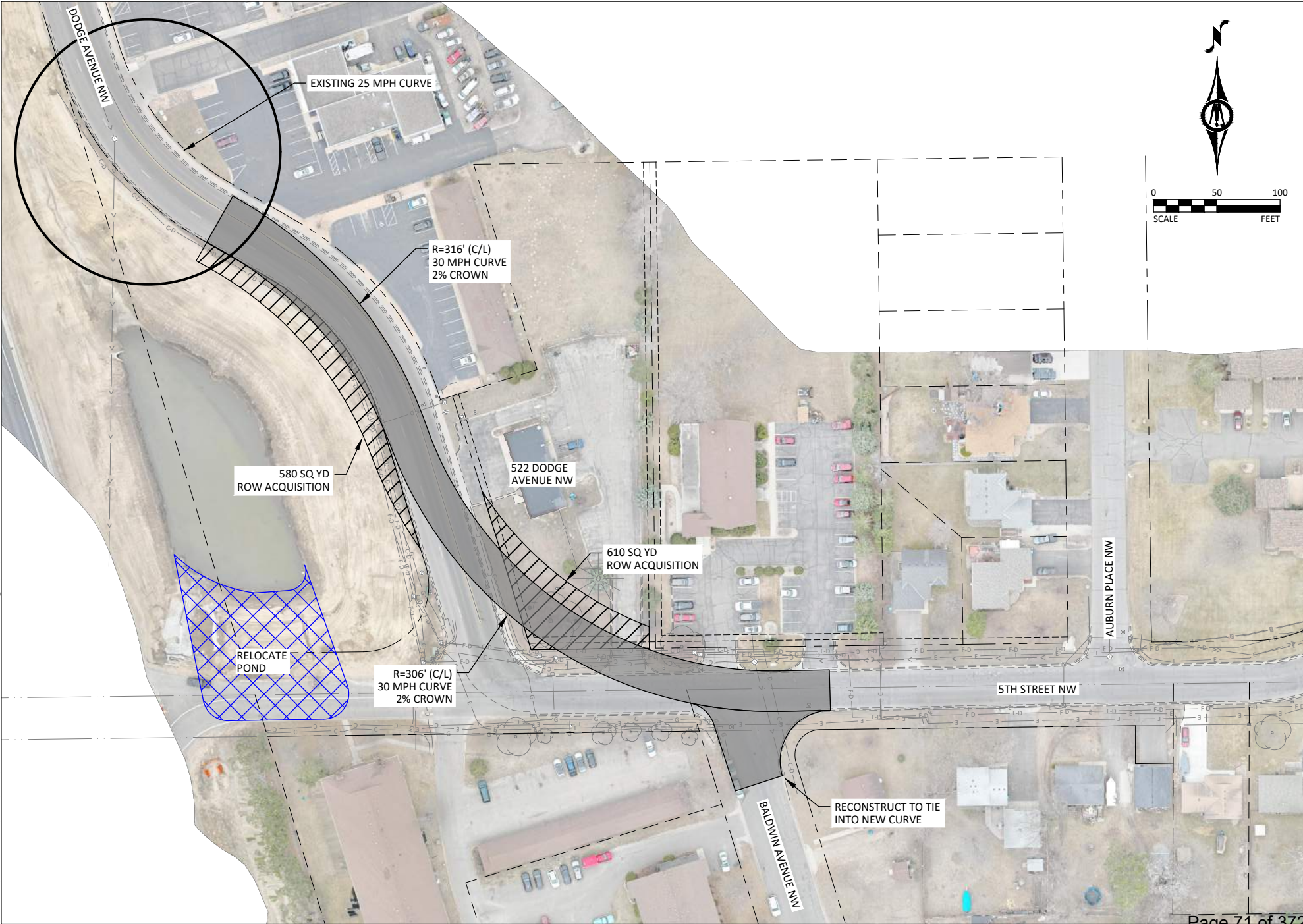


EXISTING TYPICAL SECTION - DODGE AVENUE & 5TH STREET

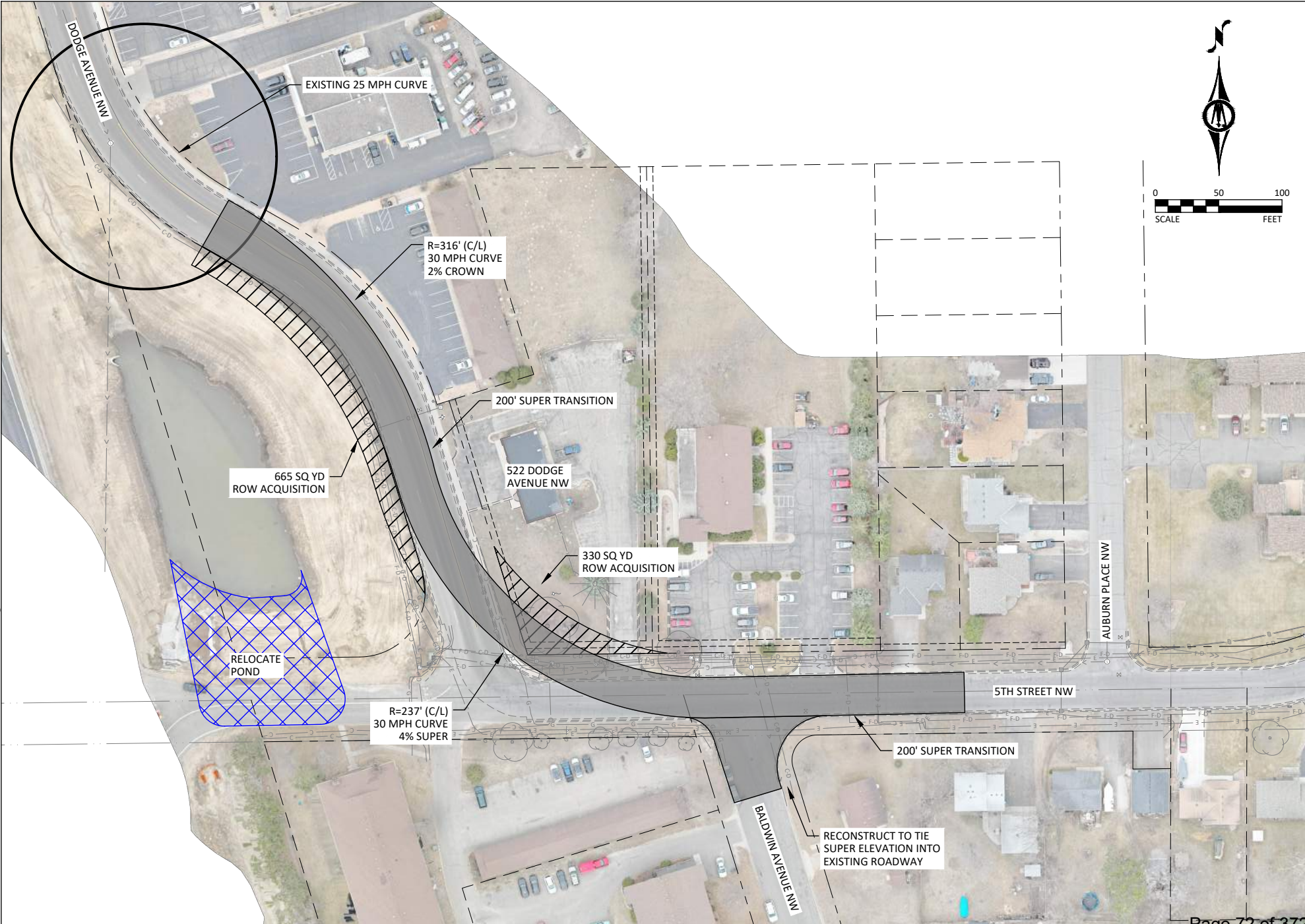




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Request for Action

To
City Council

Item Number
4.10

Meeting Date
June 17, 2024

Prepared By
Lauren Wipper, Human Resources Manager

Item Description
Separation Agreement and Waiver of Claims as outlined in the staff report.

Reviewed by
Lauren Wipper
Cal Portner
Tina Allard

Action Requested
Approve, by motion, the Separation Agreement and Release with Police Chief Ron Nierenhausen.

Background/Discussion
Chief Nierenhausen retired on May 31, 2024. As part of the Severance Pay requirements, a release of claims must be executed. Chief Nierenhausen returned his signed Agreement on June 5, 2024.

Financial Impact
As per the Severance Pay policy.

Mission/Policy/Goal
Elk River Mission Statement

Attachments
I. Separation Agreement and Release

The Elk River Vision

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



JUN 05 2024

SEPARATION AGREEMENT AND RELEASE

1. Separation From Employment and Severance Payment.

I, Ronald J. Nierenhausen, (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 31, 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 May 31, 2024, the amount of my unused sick and ESST ("sick") leave is 965.4073 hours and my regular rate of pay at the time I gave notice to resign was \$78.0651 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 payment that I will receive for my unused sick leave if I satisfy the Release Condition and the Other Conditions will be thirty-seven thousand four hundred sixty-nine dollars and fifty-two cents (\$37,469.52). The Severance will be paid into my Post Employment Health Care Saving Plan on the first pay day following 18 days after I sign this Agreement, provided I sign and do not rescind the Agreement.

According to my years of service and upon confirmation of PERA retirement I am eligible to receive an additional 30% of my unused sick time, not to exceed a combined total of 960 hours. Accordingly, the sum total of the payment that I will receive for my unused sick leave based upon years of service if I satisfy the Release Condition and the Other Conditions will be twenty-two thousand four hundred eighty-one dollars and seventy-one cents (\$22,481.71). The Severance will be paid into my Post Employment Health Care Saving Plan on the first pay day following 18 days after I sign this Agreement, provided I sign and do not rescind the Agreement, or following confirmation of PERA Retirement, whichever is later.

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 June 7, 2024, and all payments required under this Agreement to be paid in accordance with Paragraph 1. 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.

Ronald J. Nierenhausen

EMPLOYEE NAME

Date: 6/2/2024



EMPLOYEE SIGNATURE

Date: _____

THE CITY OF ELK RIVER

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



Request for Action

To
City Council

Item Number
4.11

Meeting Date
June 17, 2024

Prepared By
Lauren Wipper, Human Resources Manager

Item Description
Hire Megan Knopik as the Northbound Liquor Store Manager, effective July 8, 2024.

Reviewed by
Joe Stremcha
Cal Portner
Tina Allard

Action Requested

Approve, by motion, the hiring of Megan Knopik to the position of Liquor Store Manager effective July 8, 2024.

Background/Discussion

We went to market to fill the Westbound Liquor Store position last August. When our Northbound Liquor Store Manager resigned last month, we decided to go back to that pool of candidates to fill this position. Following another interview, we recommend Megan Knopik for this position.

Ms. Knopik was a full-time liquor store clerk for us for five years. She left in May 2023 to gain management experience in the municipal retail liquor industry, working as an assistant manager at Lake Liquors in Big Lake. We are excited to have her rejoining our workforce.

Ms. Knopik will start at step A of pay grade 7E. All pay and benefits will be consistent with city policy.

Financial Impact

This is a budgeted position.

Mission/Policy/Goal

The 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
4.12

Meeting Date
June 17, 2024

Prepared By
Zack Carlton, Community Development Director

Item Description
Resolution 24-34 Plat: Beaudry Elk River Second Addition, 19132 Elk Lake RD NW - Ken Beaudry

Reviewed by
Zack Carlton
Cal Portner
Tina Allard

Action Requested

Adopt, by motion, Resolution 24-34 approving the plat of Beaudry Elk River Second Addition with the condition that the subdivision exception document is recorded immediately prior to the recording of the plat.

Background/Discussion

The applicant, Ken Beaudry, has requested approval of a boundary line adjustment. The proposed action will not result in a net increase in the number of parcels but requires city approval of two separate applications.

The first step of the line adjustment requires administrative approval of a platted exception which splits off a small portion of the metes and bounds parcel, which was made possible by a recent ordinance update. The second step requires council approval of a plat combining the new metes and bounds parcel with the existing platted lot in the first addition of Boundary Elk River Addition. Approval of the plat requires the exception to be recorded at the same time as the plat to prevent the creation of a non-standard lot.

Applicable Regulations

Section 30-375 outlines the findings required for approval of the 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.
- (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.
- (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.
- (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.
- (5) The proposed subdivision will not cause substantial environmental damage.
- (6) The proposed subdivision will not conflict with easements of record or with easements established by judgment of a court.

The Elk River Vision

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



(7) The proposed subdivision will not have an undue and adverse impact on the 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.

Staff's analysis of the plat and application find consistency with required findings and recommend adoption of the resolution approving the plat.

Financial Impact

None

Mission/Policy/Goal

Meet changing needs - agile.

Responsibly grow.

Work with citizens to achieve goals.

Attachments

1. Location Map
2. Plat Document
3. Plat Resolution



Project Location Map

Ken Beaudry

Plat Exemption

Case No: P 24-04

BEAUDRY ELK RIVER SECOND ADDITION

DRAFT FOR REVIEW - 05/10/2024

KNOW ALL PERSONS BY THESE PRESENTS: That Harvest Reaper, LLC, a Minnesota limited liability company, owner of the following described property situated in the County of Sherburne, State of Minnesota, to wit:

Lot 1, Block 1, BEAUDRY ELK RIVER ADDITION.

and

That part of the East Half of the Northwest Quarter of the Southeast Quarter of Section 28, Township 33, Range 26, Sherburne County, Minnesota lying southwesterly of the centerline of County State Aid Highway No. 1.

Has caused the same to be surveyed and platted as **BEAUDRY ELK RIVER SECOND 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 Harvest Reaper, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this ____ day of _____, 20____.

Harvest Reaper, LLC

State of Minnesota
County of _____

Kenneth J. Beaudry, Chief Manager

This instrument was acknowledged before me this ____ day of _____, 20____, by Kenneth J. Beaudry, Chief Manager of said Harvest Reaper, LLC, a Minnesota limited liability company.

(Signature)

(Name Printed)

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 the plat as **BEAUDRY ELK RIVER SECOND 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 correctly 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 505.01, Subd. 3.

State of Minnesota
County of Wright

Trace C. McCoy, Land Surveyor
Minnesota License No. 44531

The foregoing surveyor's certificate was acknowledged before me this ____ day of _____, 20____, by Trace C. McCoy, Land Surveyor, Minnesota License No. 44531.

(Signature)

(Name Printed)

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 _____, 20____.

Mayor

Attest: 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 _____, 20____.

Sherburne County Surveyor

I hereby certify that this plat has been reviewed by the office of County Highway Engineer. Dated this ____ day of _____, 20____.

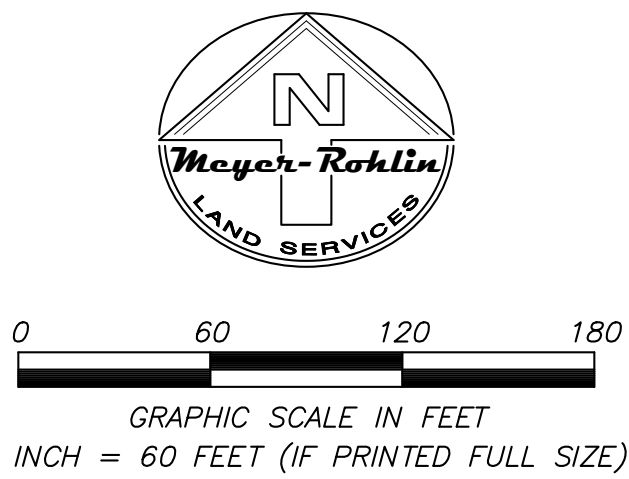
Sherburne County Highway Engineer

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 _____, 20____.

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 _____, 20____ at ____ o'clock ____ M., and was duly recorded as Document No. _____.

Sherburne County Recorder



- DENOTES IRON MONUMENT FOUND
- DENOTES SHERBURNE COUNTY CAST-IRON MONUMENT FOUND
- DENOTES SET 1/2" X 14" IRON PIPE MARKED BY LICENSE NO. 44531
- DENOTES EDGE OF WET LAND
- (PLAT) DENOTES BEARING OR DISTANCE AS SHOWN ON PLAT OF BEAUDRY ELK RIVER ADDITION

FOR THE PURPOSE OF THIS PLAT, THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 28, T. 33, R. 26 IS ASSUMED TO BEAR N 00°34'17" E.

NORTH 1/4 CORNER OF SECTION 28, T. 33, R. 26 (DOC. NO. 111296)

N 00°34'17" E
---3994.82---

DRAINAGE AND UTILITY EASEMENT AS DEDICATED IN THE PLAT OF BEAUDRY ELK RIVER ADDITION

OUTLOT A

BEAUDRY ELK RIVER

LOT 1
BLOCK 1

SW 1/4

WET LAND

WET LAND

ELK RIVER

POND

OF THE

SE 1/4

ADDITION

TO

PROCTOR ONE

SE 1/4

ADDITION

TO

PROCTOR ONE

SE 1/4

ADDITION

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PROCTOR ONE

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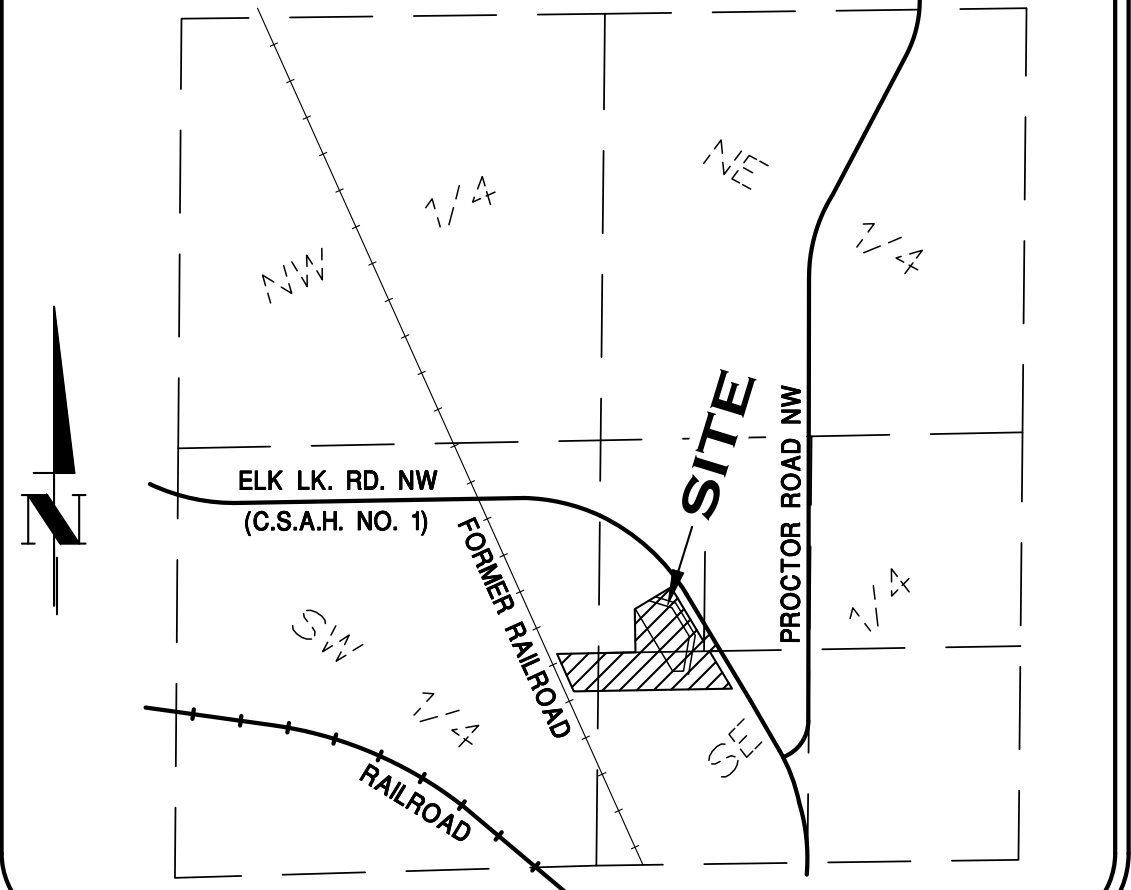
ADDITION

TO

PROCTOR ONE

VICINITY MAP

SECTION 28, T. 33, R. 26, SHERBURNE COUNTY, MN
(NO SCALE)





City of Elk River City Council

Resolution 24-34

A Resolution of the City Council of the City of Elk River Granting Plat Approval for Beaudry Elk River Second Addition

WHEREAS, application has been made for plat approval, pursuant to Section 30-352 (c) of the Elk River City Code of Ordinances, of the property legally described on attached Exhibit A and hereinafter referred to as “the Property”; and

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

NOW, THEREFORE, BE IT RESOLVED

1. It is hereby determined by the City Council for the City of Elk River 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. The officers of the City are hereby authorized to sign the final plat for the Property and to issue a certified copy of this Resolution giving final approval of the plat.
3. The owner of the Property is authorized to record the final plat as required by law and shall file proof of said recording with the City. No building permits will be issued for the Property until the final plat is recorded.
4. This final plat approval shall expire two years from the date of this resolution if the final plat is not recorded within that time.

Passed and adopted this 17th day of June 2024.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



**EXHIBIT A
LEGAL DESCRIPTION**

Lot 1, Block 1, BEAUDRY ELK RIVER ADDITION, Sherburne County, Minnesota.

and

That part of the East Half of the Northwest Quarter of the Southeast Quarter of Section 28, Township 33, Range 26, Sherburne County, Minnesota lying southwesterly of the centerline of County State Aid Highway No. 1.





Request for Action

To
City Council

Item Number
4.13

Meeting Date
June 17, 2024

Prepared By
Zack Carlton, Community Development Director

Item Description
Select Consultant for the 2024 Downtown Small Area Plan

Reviewed by
Zack Carlton
Cal Portner
Tina Allard

Action Requested

Approve, by motion, the selection of Bolton and Menk to prepare the 2024 Downtown Small Area Plan.

Background/Discussion

The 2024 CIP includes funding for a renewed vision of the downtown area in the form of a small area plan. This plan will respond to the current market conditions, community vision, and changing traffic patterns resulting from the updates to Highway 169. Submitted proposals were also evaluated for their community outreach and public participation processes.

The city received four qualified proposals ranging in cost from \$94,805 to \$99,500 all at or below the \$100,000 budgeted.

Four staff members reviewed the proposals and unanimously selected Bolton and Menk as the first choice due to their clear deliverables, focus on public input, timeline and experience. The proposal is detailed and outlines their process throughout the project. Bolton and Menk proposed a not to exceed cost of \$99,400 and staff believes their proposal closely aligns with the city's goals.

Staff will work with the consultant to establish a steering committee to provide guidance on plan goals, composition, and recommendations. The committee will include representatives from the City Council, the multiple boards and commissions, and downtown stakeholders.

Financial Impact

The not to exceed cost of the proposal is \$99,400 which is within the CIP budget for this project.

Mission/Policy/Goal

Improve citizen quality of life.
Meet changing needs - agile.
Opportunity to live, work, and play.
Support the growth and development of the community.

The Elk River Vision

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



Attachments

1. Bolton & Menk Small Area Plan Proposal
2. Standard Agreement for Professional Services



2024 DOWNTOWN SMALL AREA PLAN

CITY OF ELK RIVER, MN | MAY 24, 2024



Mike Thompson, AICP | Project Manager
952-207-4974 | Mike.Thompson@bolton-menk.com

In Partnership With



111 Washington Ave South
Suite 650 | Minneapolis, MN 55401
612-416-0220 | Bolton-Menk.com



**BOLTON
& MENK**

Real People. Real Solutions.

111 Washington Ave South
Suite 650 | Minneapolis, MN 55401
612-416-0220 | Bolton-Menk.com

May 24, 2024

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

RE: Proposal for the 2024 Downtown Small Area Plan

Dear Zack:

We are excited about the opportunity to partner with the City of Elk River to create a guiding vision for the next chapter of Downtown. Leveraging our deep experience of work in similar downtowns across the country, and our interdisciplinary team approach, we're ready to hit the ground running.

Bolton & Menk, Inc. is a multidisciplinary firm with a mission to create safe, sustainable, and beautiful communities. We provide in-house expertise to lead the city's redevelopment vision for the downtown area, rooted in the following:

Details that Support the Vision – Bolton & Menk is committed to ensuring that every detail supports the vision of the downtown Elk River. From understanding the physical and economic systems to the specific design of catalytic redevelopment projects and spaces, we know in order to achieve success, we must work together as a unified front with the same vision. Our planning and design process ensures your goals are maintained every step of the way.

Customized Solutions - Downtown areas are as unique as the cities they belong to, each possessing its own distinct character and charm. Each has its own assets and challenges, histories, and aspirations. Therefore, we treat every project as unique and create custom design solutions that fit the community. This approach requires a flexible team led by city planners and designers with experience in economic development, design, policy, and transportation.

We Design with the End in Mind – Bolton & Menk has a proven record of designing things that get built and maintained for decades. With our full suite of design and engineering services, we partner with clients to identify, navigate, and implement planning, designing, funding, constructing, and maintaining processes. We therefore understand what it takes to bring visionary plans to life and approach our work with this understanding. An approach which allows us to proactively address challenges that may otherwise be overlooked.

In further service to the city, we are excited to welcome Leland Consulting Group (LCG) to our team, who brings a tailored market and real estate knowledge from across the country. LCG will join us to lead the market analysis portions of the project.

We are honored at the chance to work with the City of Elk River to complete the Downtown Small Area Plan. Please contact me at 952-207-4974 or Mike.Thompson@bolton-menk.com if you have any questions regarding our proposal.

Respectfully submitted,
Bolton & Menk, Inc.

Mike Thompson, AICP
Project Manager

GENERAL INFORMATION

ACKNOWLEDGMENTS: We confirm that we have the available capacity within our current personnel and workload to complete this scope of work within the proposed timeline. We also confirm that, to the best of our knowledge, there are no conflicts of interest with other clients or projects currently underway.



Real People. Real Solutions.

Bolton & Menk has designed safe, sustainable, and beautiful communities for the last 75 years.

We are a full-service planning, design, and engineering firm that believes all people should live in safe, sustainable, and beautiful communities. Our commitment to this goal continues to drive our team of planners, engineers, landscape architects, urban designers, technicians, and more.

Through this, we deliver innovative solutions and provide exceptional client-specific services that exceed expectations. We have more than 30 offices in Minnesota, Iowa, North Dakota, North Carolina, and South Carolina; we're helping clients establish best practices while applying lessons learned from across the country.

This project team will be led by our Midwest Area Planning Practice—a group of urban planners and designers who specialize in rethinking the way areas of growth can be thoughtfully planned and designed toward being strong and welcoming places for all.



Leland Consulting Group has provided real estate and urban planning services to public and private sector clients across the US for more than 35 years.

LCG is a team of strategic advisors focused on urban real estate, economic development, and public-private partnerships. They recognize that special and economically vibrant places result not just from one factor, but from the combination of quality design, supportive markets, developer capacity, and financial strength. They balance rigorous analysis with candid advice to deliver strategies that their public and private clients use to enhance communities and create lasting value.

LCG provides the following services:

- Market Research and Strategies
- Financial Analysis
- Economic Impact Analysis
- Public-Private Partnership Negotiation and Facilitation
- Economic Development Strategies
- Housing Strategies
- Development Conceptualization

PROJECT UNDERSTANDING

Downtown Elk River has been at the heart of a growing region for decades. Once a quiet riverside hamlet surrounded by farmland, Elk River has grown into a thriving community of nearly 30,000. While the history of downtown is over a century old, much of the city's population growth has occurred in the last 30 years. This growth has largely focused on an outward trajectory, as the city's service area, street network, and population distribution have spread into surrounding farmland and green fields. As the city continues to invest in its future, it finds itself looking inward to the heart of the city: **DOWNTOWN**.

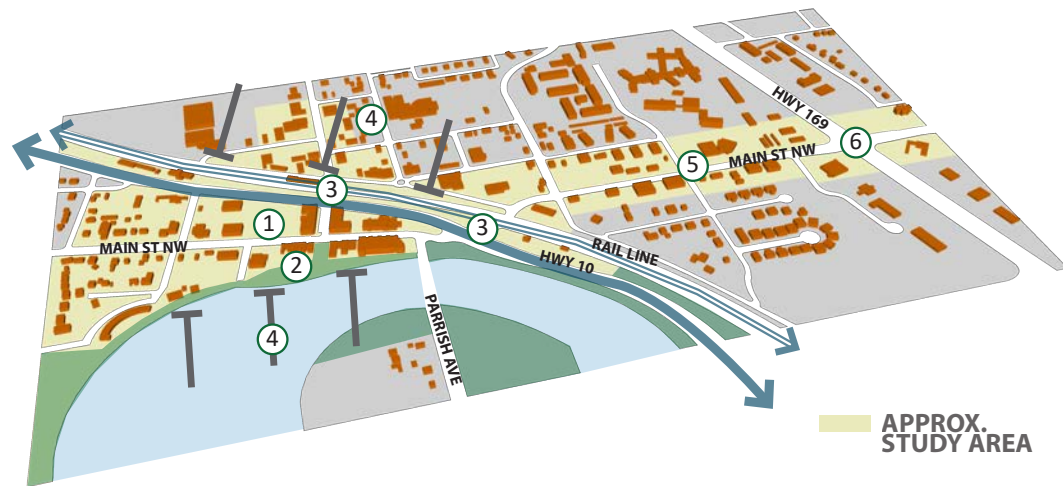
Downtown serves several important purposes. They provide a focal point for community identity, a place for serving daily needs, and an opportunity to provide a more compact and walkable urban environment. Public spaces downtown often serve as gathering points for community events like the farmer's market or summer concert nights. They serve an important economic development purpose acting as an incubator for small businesses, a vehicle for attracting outside spending and investment, and a place for local commerce to thrive.

MUCH OF ELK RIVER'S RECENT GROWTH HAS BEEN OUTWARD. THE DOWNTOWN MASTER PLAN REPRESENTS A UNIQUE OPPORTUNITY TO LOOK *INWARD* - TO HELP SHAPE THE HEART OF ELK RIVER.

Downtown Elk River is well-positioned for a bright future. It has a strong history, it's located at the crossroads of two major thoroughfares, and it has been recently guided for significant growth and change through the visionary comprehensive plan update. The downtown master plan provides the city with an opportunity to turn that vision into reality by translating ideas and goals into outcomes.

Implementing change requires attention to detail, and an understanding of how multiple parts come together, with an understanding towards how the city can:

- Guide growth, particularly along Main St and Jackson St, with thoughtful development planning and design guidance.
- Reinforce and enhance a connectivity network that makes it easy for people and goods to get around, while addressing connectivity challenges from Hwy 10 and the rail line.
- Develop a public realm and open space network that brings people together and provides space for community interactions.
- Understand housing needs of the city and where to fill the gaps.
- Position Downtown Elk River to benefit from major transportation projects including Hwy 169 Redefine and changes to Highway 10.



- ① Buildings have been incrementally cleared for parking and event space, but may have more beneficial futures
- ② River access and public space is centered around River's Edge Commons, establishing more areas could increase downtown's draw
- ③ Both Hwy 10 and the rail line significantly encumber access, while simultaneously bringing regional visitors—localizing access could benefit the downtown
- ④ The river, Hwy 10, and rail line "constrict" downtown development, and funnel east/west traffic onto Main St NW and Hwy 10
- ⑤ The study area along Main St NW acts as a pass-through linkage between Hwy 169 and Hwy 10, but could benefit from an elevated character
- ⑥ Reconstruction of the Hwy 169 intersection may relieve local congestion, with uncertain impacts on local businesses

PROJECT APPROACH

We believe for downtown Elk River to be successful, it should be a welcoming place that supports and invites a variety of experiences, activities, and attractions, all within walking distance of each other. On any given day, downtown should come alive with the patterns of daily life.

While a master plan for downtown cannot dictate or script these experiences, a plan will help create the spaces for memorable experiences and friendly encounters to unfold; it will guide the uses and design of private development by setting clear and achievable expectations.

We propose a team approach that will leverage the knowledge and experience of subject matter experts. The plan we create with you will be both aspirational and achievable. It will be a road map to an encompassing idea about what downtown can become. It will be based on sound analysis, design fundamentals, and an open and creative process that defines necessary actions, projects, and initiatives necessary to create a dynamic and vibrant downtown for years to come.

To realize this aspiration, our approach is based on the following factors. We view these as key to a successful project approach and delivery:

KNOWLEDGE-SHARING CONSENSUS BUILDING

Elk River's greatest wealth is in its people, who we anticipate will bring an array of insight and curiosity. Leveraging this resource means making room for both general engagement and targeted information-sharing to dig deeper into topics of interest. We used targeted stakeholder engagement, such as with brokers and developers, to ensure a variety of input is gathered to reach a well-informed consensus on the best path forward.

CONNECTION MAPPING

The downtown area is connected, and encumbered by, physical and economic networks locally, regionally, and beyond. Our approach looks at the relationships and dependencies, using quantitative and qualitative data, to demonstrate the significance of downtown, and determine what changes would mean at all levels.

CHARACTER DEFINING SCENARIOS

The transitional nature of the downtown means there is likely significant latitude in exploring options towards defining this as a cohesive place. This will include exploration of design scenarios that consider options for land use, public realm, infrastructure, natural amenities, and other improvements necessary to reinforce a unique sense of place while remaining responsive to the existing and surrounding character.

PUBLIC/PRIVATE INVESTMENT FRAMEWORK

Our team will ensure this project is grounded in an understanding of broader market realities, and the specific disposition of properties within the study area. In addition to addressing the technical aspects of the downtown vision, we will also look for implementation opportunities and tools to both meet and exceed expectations.



SCOPE OF SERVICES

Bolton & Menk has led successful downtown and redevelopment planning projects across the Midwest, and beyond. Based on our experience and the RFP, we have crafted a proposed scope of work necessary to complete the plan thoughtfully, with recommendations that can be realized.

We are excited to be joined by Leland Consulting Group (LCG), who bring decades of industry-leading real estate and economic analysis experience. We look forward to offering our shared approach to creating a downtown vision.



TASK 0: PROJECT MANAGEMENT

Our project management approach is rooted in personable and proactive communication that prioritizes collaboration, transparency, and trust. Our team, led by Mike Thompson, will maintain regular communication with city staff throughout the project. During an initial project kickoff meeting, we will establish and confirm a regular meeting and reporting schedule. We expect this to at a minimum include:

- Kick off meeting
- Bi-weekly staff check ins

TASK 0 DELIVERABLES:

- Project kickoff meeting and project management plan
- Regular progress report meetings

TASK 1: ENGAGEMENT AND OUTREACH

In coordination with city staff, we will develop a public engagement plan that is inclusive, accessible, and transparent. We expect this to at least include:

- Monthly Steering Committee meetings
- One-on-one meetings with key stakeholders
- Up to five one-on-one developer or real estate expert meetings
- Up to three community open houses or pop-ups
- One public online and paper survey
- Digital and paper materials such as fliers, yard signs, or sidewalk decals to advertise the project locally
- Up to three planning commission and/or council work sessions/meeting

Our team will prepare and distribute all necessary agendas, materials, and summaries for each event in consultation with city staff. We anticipate that city staff will provide a list of key stakeholders and help advertise local events.

TASK 1 DELIVERABLES:

- Engagement plan that details timelines, audiences, agendas, and content to be used at each outreach event
- Event-specific and final engagement report that summarizes each outreach activity, input received, and recommendations for future outreach

TASK 2: EXISTING CONDITIONS AND MARKET ASSESSMENT

To ensure a thoughtful understanding of downtown's context, we will conduct an existing conditions assessment of the physical, policy, and cultural context of the area. Assessing downtown's current conditions, particularly in a post-pandemic economic environment, will be foundational to identifying key plan themes, projects, and recommendations. This assessment will include a focus on:

Physical Analysis: Surrounding land use, design, and development patterns; roadways and multimodal network; natural and public spaces; public and private utilities; major area businesses and land owners.

Policy Analysis: Local and regional land use, transportation, and public space policies; relevant environmental guidance; key goals of area agencies and jurisdictions.

Cultural Analysis: Major destinations; formal or informal historic sites; community-significant locations in or around the area.

We will pair existing conditions assessment with an LCG-led market research of socioeconomic, economic, and real estate data. We will also identify land use and development opportunities, highlight development constraints, explore potential models for future development, and calculate demand and market potential for residential, commercial, industrial, and other uses. In addition to the standard data sources like CoStar, Census/ACS, and Bureau of Labor Statistics, we also incorporate new data sources such as Placer AI cellphone-based location intelligence data will be used to ensure our analyses are tailored to the specific physical, market, financial, and regulatory conditions of the study area.

To better understand the economic opportunities in Elk River, LCG must first understand how the market is perceived by stakeholders. LCG will supplement quantitative market analysis with targeted stakeholder outreach (conducted both on-site and virtually), which may include developers and brokers, major landowners and business owners, financial/lending institutions, educational institutions, and other economic development partners. The market analysis will include the identification of potential catalyst redevelopment sites and proposed uses for each that can be incorporated into the implementation plan.

We will compile existing conditions and market analysis findings into an existing conditions memo, which will use graphical representations of key findings and supportive text.

The existing conditions assessment may identify smaller character areas, such as the corridors leading into downtown, in order to focus and orient concept scenarios, recommendations, and overall plan composition.

TASK 2 DELIVERABLES:

- Draft and final conditions memo with associated graphics, exhibits, and narrative
- Character area maps and descriptions

TASK 3: DOWNTOWN FRAMEWORK PLAN AND RECOMMENDATIONS

Using information and feedback gathered, our team will explore thematic concepts that outline a framework plan for downtown, focusing on each character area. The plan will describe conditions and opportunities for the downtown area and ascribe recommendations. We proposed three frameworks to cover:

Development: Land use and development scale, density, patterns, and desired redevelopment concepts; block patterns and scale; targeted economic development opportunities.

Connectivity: Multimodal connectivity, access, and circulation with a focus on active transportation; readiness for future planned transportation projects.

Open Space: Placemaking opportunities and locations for new or enhanced public spaces; preservation of natural spaces; connections to and views of the river; streetscape enhancements;



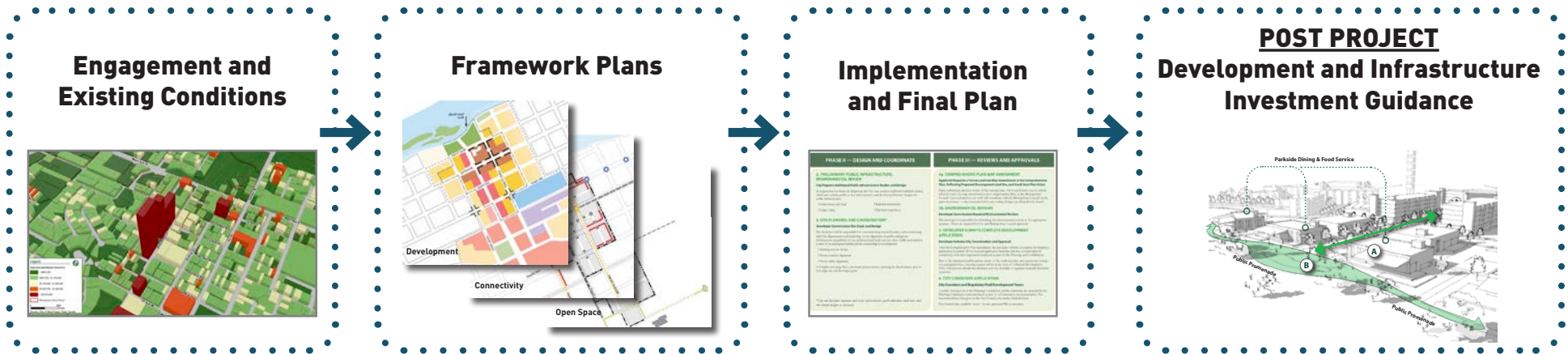
leveraging sustainable design and systems towards a more resilient downtown and corridors.

Each framework plan can stand alone; however, their strength comes from the ways in which they reinforce each other. Together, the plans will serve as a lens to organize an implementation plan and align future public and private actions.

The framework plan will be described in graphics and narrative to ensure it is easily understandable to the general public, and able to be reviewed and refined by key stakeholders.

TASK 3 DELIVERABLES:

- Draft and final framework plans, to include, at a minimum, all above elements



TASK 4: IMPLEMENTATION PLAN

Without a clear and attainable implementation guide, we believe even the best plans risk becoming just another plan on the shelf. In order to realize recommendations from the framework plans developed throughout the process, we will establish an implementation plan with clearly outlined public and private action steps, responsible parties, suggested timelines, suggested performance metrics, and funding sources for key deliverables.

Over the last five years, Bolton & Menk's funding team has secured more than \$375 million in project funding. This expertise, coupled with LCG's strategic approach to real estate positioning, and experience facilitating public-private partnerships, uniquely positions our team to identify solutions that will provide the greatest likelihood of successful project delivery and maintenance. The implementation plan will be a chapter of the downtown plan but can be used independently of the plan for clear stakeholder guidance.

TASK 4 DELIVERABLES:

- Draft and final implementation plan

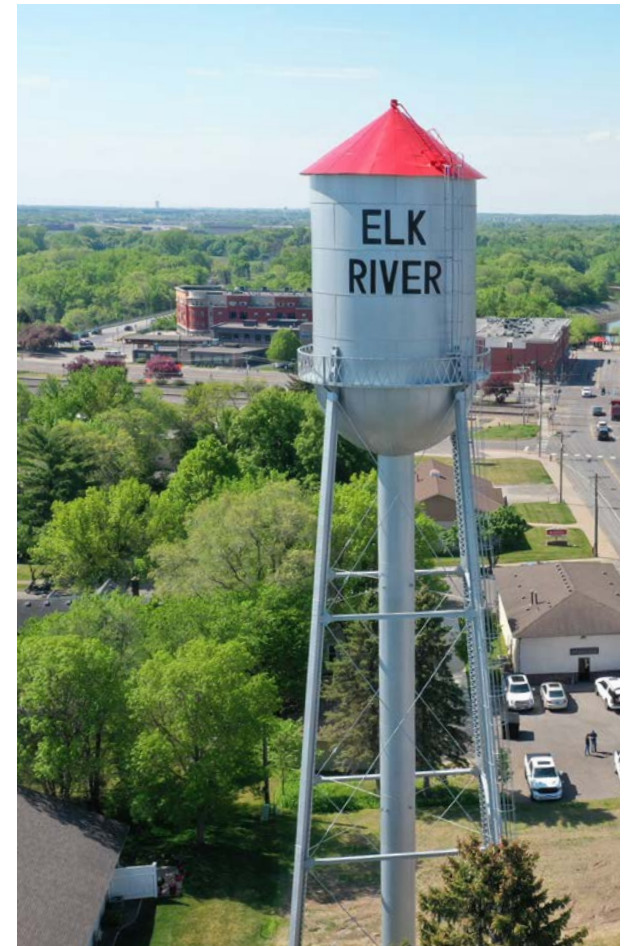
TASK 5: FINAL DOWNTOWN PLAN

Upon completion of all prior elements and reviews, the team will produce the final downtown plan document. We anticipate the plan document to be a highly graphic document to be easily understood by both the general public, and key stakeholders, and contain all prior project elements.

We will also produce a set of slides for use in final presentations.

TASK 5 DELIVERABLES:

- Draft and final digital downtown plan, with all associated files, data, and supporting content



PROJECT EXPERIENCE

Bolton & Menk has led downtown planning and design projects across the Midwest, and beyond. Below are some examples of our downtown planning, community engagement, public space, and infrastructure work. We would be happy to share additional experience or references upon request.



**DOWNTOWN MONTICELLO MASTER
PLAN AND STREETScape**
CITY OF MONTICELLO, MINNESOTA

Monticello's downtown has been adversely impacted by regional traffic and tensions over parking and density. The master plan created a vision for downtown that connects the city's two most beloved assets—the riverfront and the civic center—with a promenade lined with new buildings, public art, and an all-ages trail. The plan converts 'retail-only' main street into an activate mixed-use destination. Since plan was completion, more than 200 new housing units have been developed, and key public spaces have been improved.

KEY TEAM MEMBERS:

Andrew Dresdner – Project Manager, Lead Designer
Britton Jones – Lead Landscape Architect
Mike Thompson – Planner

REFERENCE:

Angela Schumann, Community Development Director
763-271-3224, angela.schumann@ci.monticello.mn.us



**ROBBINSDALE DOWNTOWN AND
STATION AREA PLAN**
CITY OF ROBBINSDALE, MINNESOTA

Our team, working with Hennepin County, the City of Robbinsdale, and the Metro Blue Line Extension Project, established a downtown plan for Robbinsdale that evaluated future development opportunities, multimodal circulation improvements, and new public space opportunities. Bolton & Menk led the entire downtown station area planning and analysis for downtown Robbinsdale. The team provided development alternatives and explored integration of new LRT infrastructure with the future desired urban form and key public space opportunities necessary to stitch together the city's center.

KEY TEAM MEMBERS:

Andrew Dresdner – Project Manager, Urban Designer
Mike Thompson – Deputy Project Manager, Lead Planner
Britton Jones – Lead Landscape Architect
Tim Olson – Stormwater Management
Ashley Hudson – Funding Lead

REFERENCE:

Tim Sandvik, MPNA, City Manager
763-531-1258, tsandvik@ci.robbinsdale.mn.us



**DOWNTOWN SIOUX FALLS PLAN
UPDATE | LCG**
CITY OF SIOUX FALLS, SOUTH DAKOTA

Sioux Falls's downtown area had seen significant investment in recent years, and was by all measures very successful, with a thriving retail and entertainment scene, many new quality jobs, and a range of urban housing options. Through extensive stakeholder outreach including interviews with developers, landowners, bankers, and brokers, LCG helped to ensure that the plan updates were based on a sound understanding of local and regional market supply and demand forces. In addition to "right-sizing" expectations for future development across major land use types, LCG's research led to recommendations for prioritization of redevelopment opportunity nodes and advice for how best to capitalize on emerging real estate trends.

KEY TEAM MEMBERS:

Ted Kamp – Project Manager, Lead Analyst
Jennifer Shuch – Analyst

REFERENCE:

Dustin Powers, Business Development Coordinator
605-367-8897, dpowers@siouxfalls.org

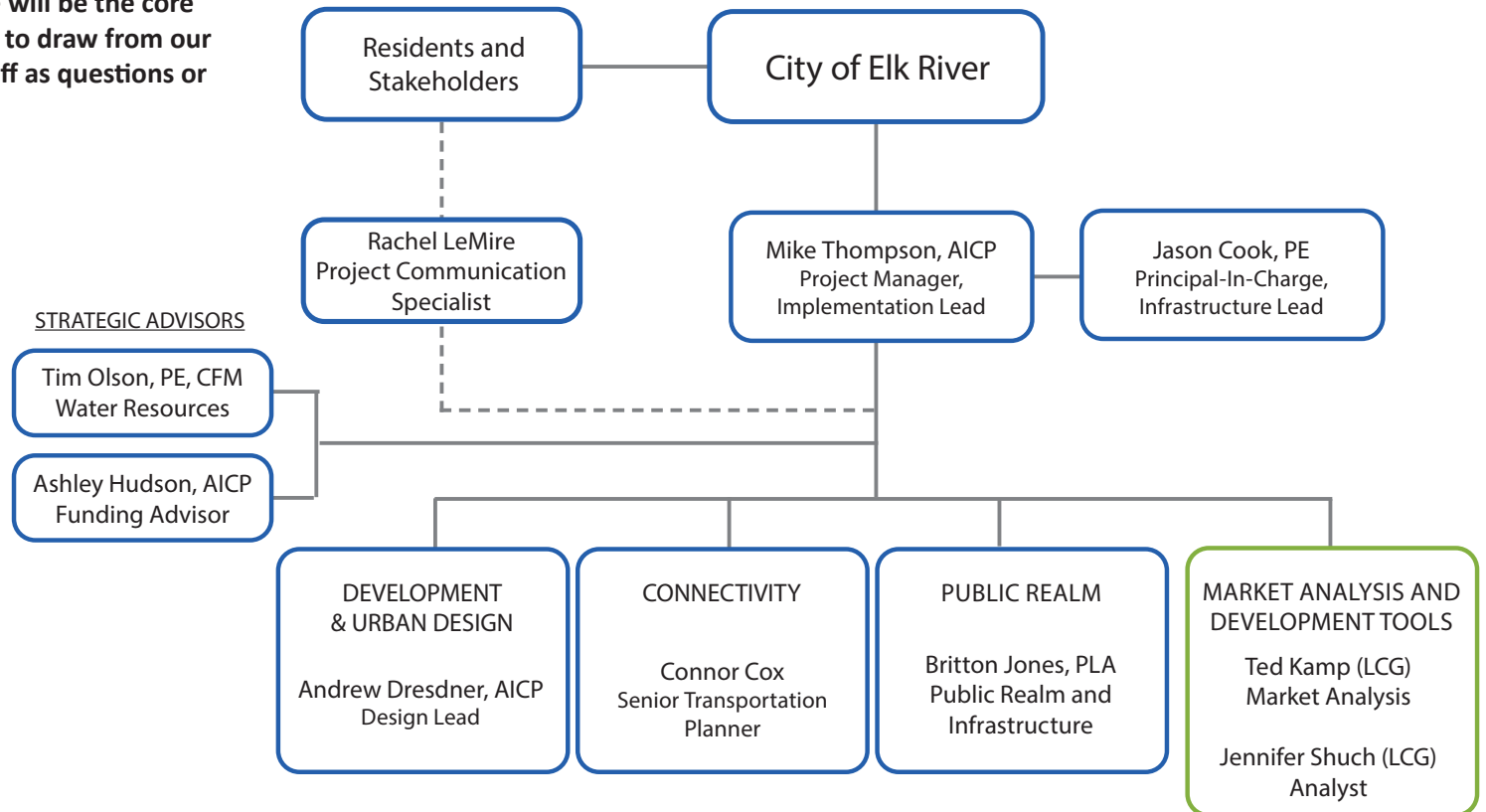
PROJECT TEAM

We have assembled a team tailored specifically to this project. Focused on engagement, vision, and implementation, we will work alongside the city staff to align public and private investment guidance with community goals.

Our team is focused on helping find solutions to multifaceted problems with creative, technical, regulatory, funding, and community building expertise. While the team here will be the core team, we anticipate being able to draw from our more than 950 professional staff as questions or issues arise.

The team will be led by Mike Thompson. Mike will be the primary client contact will work closely with the team and will lead several deliverables including the implementation plan. Jason Cook will be the principal-in-charge ensuring the project is appropriately staffed and resourced.

Our team is organized to deliver the plan as described in the scope of services. Team members Rachel LeMire, Andrew Dresdner, Britton Jones, and Connor Cox will be responsible for leading respective delivery of plan components. They will be supported by strategic advisors Tim Olson, and Ashley Hudson.





MIKE THOMPSON, AICP
Project Manager, Implementation Lead
Hourly Rate: \$162



Education

Bachelor of Arts - Political Science
Bethel University

Masters of Education - Community Development
Vanderbilt University

Certifications

American Institute of Certified Planners (AICP)
• Certified Planner - AICP

SUMMARY

Mike is a principal urban planner who loves the process of working with communities to rethink and redesign the ways in which their neighborhoods look, feel, and function. He has community planning and design experience across the country, including site planning and design, public realm programming and design, multimodal transportation planning, project management, and public engagement facilitation. Through his work, Mike seeks to promote places that are reflective of those who use them every day.

RELATED EXPERIENCE

Opportunity Site Master Plan, City of Brooklyn Center, MN
TH60 Land Use Study, City of Faribault, MN
Eagan NW Commons Small Area Plan, City of Eagan, MN
Land Use Study, City of Monticello, MN
Downtown Plan, Robbinsdale, MN
Cahill District Small Area Plan, Edina, MN
Proctor Transportation Plan, Duluth-Superior MIC, MN
Industrial Growth Area Study, Monticello, MN
Comprehensive Plan, Perry, IA
Comprehensive Plan, Becker, MN
Rice Street Visioning and Reconstruction Study, Ramsey County, MN
Webster Avenue Planning Study, North Mankato, MN
Hennepin & 1st Ave Multimodal Corridor Study, Hennepin County, MN
Franklin Ave Corridor Study, Hennepin County, MN



JASON COOK, PE

Principal-In-Charge, Infrastructure Lead

Hourly Rate: \$193



Real People. Real Solutions.

Education

Bachelor of Science - Civil Engineering
University of North Dakota

Credentials

Professional Engineer
• Minnesota, North Dakota

Certifications

MnDOT
• Aggregate Production

University of Minnesota
• Design of Construction SWPPP

SUMMARY

Jason has been a project engineer and project manager on numerous street and utility projects since 2004. He has worked on local, state aid, and federal aid projects; site development projects; pavement management projects; and trunk utility projects. He has developed strong working relationships with other city engineers and has expanded opportunities beyond the day-to-day engineering services for the communities he serves by coordinating multidisciplinary and complex projects. Solving unique problems and seeing concepts come to fruition motivates Jason every day.

EXPERIENCE

Morton Avenue Drainage Improvements, City of Elk River, MN
Main Street Sidewalk Extension, City of Elk River, MN
Active Elk River Trail Improvements, City of Elk River, MN
Lions Park Drive Improvements, City of Elk River, MN
Mega Loop Trail Improvements, City of Elk River, MN
TH 10 Trail Lighting, City of Elk River, MN
Main Street Forcemain Relocation, City of Elk River, MN
School Street Easements, City of Elk River, MN
Highway 169 Redefine – Sanitary Sewer Relocation, City of Elk River, MN
Rolling Hills Sewer Extension, City of Elk River, MN
Windsor Park Sewer Extension, City of Elk River, MN
Line Avenue Cul-De-Sac Design, City of Elk River, MN
2019 Street Improvements, City of Elk River, MN
2021 Street Improvements, City of Elk River, MN
2023 Street Improvements, City of Elk River, MN



RACHEL LeMIRE

Engagement Lead

Hourly Rate: \$124



Real People. Real Solutions.

Education

Bachelor of Arts - Design

University of Minnesota - Minneapolis

SUMMARY

Rachel is a project communication specialist at Bolton & Menk who started her career in 2020. She enjoys using her creative and analytical skills to collaborate with others on writing and graphic design projects. She is responsible for print and online communication, and the development of project websites, handouts, social media content, maps, and newsletters.

EXPERIENCE

Rice Street Visioning Study, Ramsey County, MN

TH 47 & TH 65 Planning and Environmental Linkages Study, MnDOT Metro

I-94 & I-35E Saint Paul Communication, MnDOT

Lookout Drive Corridor Study, Mankato/North Mankato Area Planning Organization

Park System Plan, City of Lake Elmo, MN

Park System Master Plan, City of New London, MN

Parks, Trails, and Open Space Plan Update, City of Forest Lake, MN

Park System Master Plan, City of Blue Earth, MN



ANDREW DRESDNER, AICP

Design Lead

Hourly Rate: \$199



Real People. Real Solutions.

Education

Master of Urban Planning - Urban Studies
University of Wisconsin - Milwaukee

Master of Architecture - Urban Studies
University of Wisconsin - Milwaukee

Bachelor of Arts - Urban Studies
Macalester College

Certifications

American Institute of Certified Planners (AICP)

- Certified Planner - AICP

SUMMARY

Andrew is a senior urban designer at Bolton & Menk whose professional career began in 1998. His expertise spans urban design, redevelopment planning, community development, public space design, and placemaking. Andrew appreciates the interdisciplinary approach to project solutions, as well as the expectation of bringing creativity and innovation to all projects.

EXPERIENCE

Historic Millwork District Master Plan Update, City of Dubuque, IA
Downtown Robbinsdale Master Plan, City of Robbinsdale, MN
Downtown Master Plan, City of Monticello, MN
Downtown Plan, City of Monticello, MN
Cahill District Small Area Plan, City of Edina, MN
Downtown Master Plan, City of Brooklyn Center, MN
Central Avenue Small Area Plan, City of Minneapolis, MN
Hillcrest Master Plan, City of Saint Paul, MN
Lowertown Small Area Plan, City of Saint Paul, MN
Uptown Small Area Plan, City of Minneapolis, MN



CONNOR COX
Senior Transportation Planner
Hourly Rate: \$190



Education

Master of Arts - Sustainable Urban Planning and Design
Arizona State University

Master of Science -Urban Planning and Development
Technical University of Darmstadt

SUMMARY

Connor is a senior transportation planner on the Bolton & Menk team who began his career in 2012. He is responsible for leading active transportation planning work across Bolton & Menk’s Midwest offices and is an expert in pedestrian and bicycle plans and studies, safe routes to school projects, complete streets projects and policies, trail studies and master plans, and safety action plans. Connor has ample experience with active transportation plans and studies, complete streets planning, design, and maintenance, bikeway design, corridor studies, winter maintenance, and grant funding. His passion stems from the impact his work makes in the communities he serves—“When we help develop a connected network of multimodal transportation facilities, we provide community members with more transportation options that are safe, attractive, healthy, and enjoyable.”

EXPERIENCE

Northfield Bicycle, Pedestrian, and Trail System Plan, City of Northfield, MN*
Designing Downtown Denison, City of Denison, TX*
Comprehensive Plan Update, City of Moorhead, MN*
Wichita Places for People, City of Wichita, KS*
Pedestrian Master Plan, City of Cedar Rapids, KS*
Complete Streets Policy and Pedestrian and Bicycle Plan, City of Winona, MN*
Northeast Norfolk Bicycling and Walking Network Study, City of Norfolk, NB*
Complete Streets Implementation, City of Minneapolis, MN*

**Previous employer*



BRITTON JONES, PLA

Public Realm and Infrastructure

Hourly Rate: \$170



Real People. Real Solutions.

Education

Master of Landscape Architecture - Landscape
Architecture

Auburn University

Certifications

Professional Landscape Architect

SUMMARY

Britton is a senior project landscape architect who began his career in 2006. He specializes in public space design and his work aims to thoughtfully integrate human needs with ecological function in urban settings. He enjoys working with clients, communities, and stakeholders to create designs that are a framework for development, open space, and flexible programming. Britton understands the importance of creating places that are committed to their unique context through design, materiality, and maintenance and operations realities.

EXPERIENCE

Monticello Downtown Revitalization, City of Monticello, MN

Brooklyn Center Opportunity Site, City of Brooklyn Center, MN

6th St Bridge, Streetscape, and Riverfront Improvements, City of Rochester, MN

Rice Street Reconstruction, Ramsey County, MN

Topeka Riverfront Activation Plan, Greater Topeka Partnership

Heart of the City, City of Rochester, MN*

Parks Master Plan, City of Moss Point, MS*

Downtown Biloxi Master Plan, City of Biloxi, MS*

Discovery Walk, City of Rochester, MN*

**Previous employer*



TED KAMP

Market Analysis Lead

Hourly Rate: \$190



Education

Master of Urban and Regional Planning - Urban Studies

University of Colorado - Denver

Master of Science - Marketing and Consumer Behavior

University of Arizona

Bachelor of Business Administration

University of Oklahoma

SUMMARY

Ted Kamp provides market analysis in support of strategic land use decisions for public planners and private developers. Drawing on expertise in GIS, market economics, and demographic analysis, he incorporates user-friendly information design to convey critical market intelligence to stakeholders. His work spans a variety of development and planning contexts including urban infill, economic development, suburban revitalization, impact analysis, and transit-oriented development. Recent client work has covered locales across the western and central US. In addition, he taught the Urban Market Analysis course for planning graduate students at the University of Colorado-Denver for five years. After receiving a BBA (with honors) from the University of Oklahoma and an MS in Marketing/Consumer Behavior from the University of Arizona, Ted provided research and strategic planning services for the Leo Burnett advertising agency in Chicago.

EXPERIENCE

Downtown Plan Update, City of Sioux Falls, SD

Downtown Redevelopment Plan, City of Albuquerque, NM

Town Center Market Study, City of North Salt Lake, UT

Burnsville Center and Corridor Plan, City of Burnsville, MN

Citywide Retail Strategy, City of Westminster, CO



JENNIFER SHUCH

Market Analyst

Hourly Rate: \$165



Education

Master of Urban and Regional Planning - Urban Studies

University of South Carolina

Master of Science - Middle East and Mediterranean Studies

King's College - London

Bachelor of Arts - Religion
Haverford College

SUMMARY

Jennifer Shuch is a data-driven, equity-focused planner who strives to understand urban environments from the perspective and needs of a wide variety of users. She believes that greater inclusivity creates stronger communities and fosters economic growth. Her passion for urban and economic planning stems from her interest in accessibility and universal design as well as her experiences living in a variety of urban, suburban, and rural communities.

Jennifer is experienced in market analysis using a combination of quantitative and qualitative data. She combines clearly written assessments with data visualizations and has experience with statistical tools including R-Studio and GeoDa. She has also written articles, blog posts, and white papers on local housing policies and previously wrote, hosted, and edited a podcast focusing on current events in real estate, infrastructure, and transit in the Pacific Northwest. Before joining Leland Consulting Group, Jennifer was the Senior Research Analyst at a Portland-based multifamily real estate brokerage serving Oregon and Washington. Jennifer holds a Master of Urban Planning degree from the University of South California, a Master of Middle East and Mediterranean Studies from King's College London, and a Bachelor of Arts in Religion from Haverford College.

EXPERIENCE

Downtown Market Demand and Economic Strategy, City of Great Falls, MT

Downtown Redevelopment Plan, City of Albuquerque, NM

Old Town Subarea Plan, City of Battle Ground, WA

Economic Development Strategy, City of Vineyard, UT

Downtown Parking Lot Property Planning, City of Sandpoint, ID

SCHEDULE AND FEE

We have developed a proposed schedule outlining anticipated tasks, major deliverables, and suggested completion date. We have also developed a proposed fee that follows the scope of services and budget described in this RFP and is based on our experience in developing similar downtown plans.

Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately.

Upon selection, we will work with city staff to revise and update this scope, schedule, and fee as needed to ensure successful project delivery.

This fee estimate and proposal will remain valid for up to 90 days from the submittal date.

Proposed Schedule for Elk River Downtown Plan								
		Jun	July	Aug	Sept	Oct	Nov	Dec
0.0	Project Management							
	Monthly City Staff Meeting							
	Steering Committee Meetings							
1.0	Engagement and Outreach							
	Public Open House							
	Stakeholder Meetings							
2.0	Existing Conditions and Market Assessment							
3.0	Downtown Framework Plan and Recommendations							
4.0	Implementation Plan							
5.0	Final Downtown Plan							

TASK NO.	TASK DESCRIPTION	TOTAL COST	%
0	Project Management	\$11,700	12%
1.0	Engagement and Outreach	\$18,500	19%
2.0	Existing Conditions and Market Assessment	\$21,000	21%
3.0	Downtown Framework Plan and Recommendations	\$27,800	28%
4.0	Implementation Plan	\$8,200	8%
5.0	Final Downtown Plan	\$7,200	7%
TOTAL		\$94,400	
REIMBURSABLE EXPENSES ALLOWANCE			
LCG On-site Visit (x2)		\$5,000	
TOTAL NOT-TO-EXCEED FEE		\$99,400	100%



13065 Orono Parkway
Elk River, MN 55330

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement”) is made this 17th day of June, 2024, between the City of Elk River, Minnesota (“City”), whose business address is 13065 Orono Parkway, Elk River, MN 55330 and Bolton & Menk, Inc. (“Consultant”) whose business address is 111 Washington Ave South, Suite 650, Minneapolis, MN 55401.

PRELIMINARY STATEMENT

The City has adopted a policy regarding the selection and hiring of consultants to provide a variety of professional services for City projects. That policy requires that persons, firms, or corporations providing such services enter into written agreements with the City. The purpose of this agreement is to set forth the terms and conditions for the professional services Consultant will provide in connection with the 2024 Downtown Small Area Plan herein referred to as the “Work”.

The City and Consultant agree as follows:

1. **Work.** The Consultant agrees to provide the professional services described in Exhibit A attached hereto (the “Work”).
2. **Time for Performance of Services.** The Consultant shall perform the services described in Exhibit A according to the schedule attached as Exhibit B, hereto.
3. **Compensation for Services.** City agrees to pay the Consultant **\$99,400** for the Work. Any changes in the scope of the Work which may result in additional compensation due to the Consultant shall require prior written approval by an authorized representative of the City or by the City Council. The City will not pay additional compensation for services that do not have prior written authorization.
4. The City agrees to provide the Consultant with the information required to complete the Work.
5. **Method of Payment.** The Consultant shall submit itemized bills for professional services performed under this Agreement on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to the City.

6. **Project Manager and Staffing.** The Consultant has designated the individuals identified in Exhibit A as the Project Manager to serve on the Project. The Project Manager shall be assisted by other staff members as necessary to facilitate the completion of the Project in accordance with the terms established herein. Consultant may not remove or replace the Project Manager without the approval of the City.
7. **Standard of Care.** Standard of Care. Consultant shall exercise the same degree of care, skill and diligence in the performance of the Work as is ordinarily exercised by members of the profession under similar circumstances in Minnesota. Consultant shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by Consultant's breach of this standard of care. Consultant shall put forth reasonable efforts to complete its duties in a timely manner. Consultant shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Agreement. Consultant shall be responsible for costs or damages arising from unreasonable delays in the completion of the Work.
8. **Audit Disclosure.** The Consultant shall allow the City or its duly authorized agents reasonable access to such of the Consultant's books and records as are pertinent to the work performed under this Agreement. Any reports, information, data, etc. given to, or prepared or assembled by, the Consultant under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization without the City's prior written approval. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the City upon termination of this Agreement, but Consultant may retain copies of such documents as records of the services provided.
9. **Term.** The term of the Agreement shall be from June 17, 2024, through May 31, 2025, the date of signature by the parties notwithstanding. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the terms and conditions as herein stated.
10. **Termination.** This Agreement may be terminated by the Consultant effective upon sixty (60) days' written notice delivered to the City at the address written above. The City may terminate this Agreement effective immediately, upon with notice to the consultant. Upon termination under this provision, the Consultant shall be paid for services rendered and reimbursable expenses until the effective date of termination.

If, however the City terminates this Agreement because the Consultant has failed to perform in accordance with this Agreement, no further payment shall be made to the Consultant, and the City may retain another consultant to undertake or complete the Work.

11. **Independent Consultant.** At all times and for all purposes herein, the Consultant is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Consultant an employee of the City.
12. **Non-Discrimination.** During the performance of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, or age. The Consultant shall post in places available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Consultant shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work.
13. **Assignment.** Neither party shall assign this Agreement, nor any interest arising herein, without the prior written consent of the other party.
14. **Services Not Provided For.** No claim for services furnished by the Consultant not specifically provided for in Exhibit A shall be honored by the City.
15. **Severability.** The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.
16. **Entire Agreement.** The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.
17. **Compliance with Laws and Regulations.** In providing services hereunder, the Consultant shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided. The Consultant and City, together with their respective agents and employees, agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes Section 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Any violation of statutes, ordinances, rules and regulations pertaining to the services to be provided shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.
18. **Waiver.** Any waiver by either party of a breach of any provision of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.
19. **Indemnification.** Consultant agrees to defend, indemnify and hold harmless the City and its officials, employees and agents from any liability, claims, damages, costs,

losses judgments, or expenses, including reasonable attorney's fees, resulting directly or indirectly from a negligent act or omission (including without limitation professional errors or omissions) of the Consultant, its agents, employees, or subcontractors in the performance of the services provided by this Agreement and against all losses by reason of the failure of said Consultant fully to perform, in any respect, all obligations under this Agreement.

19. Insurance.

- A. Certificate of Liability Insurance identifying the City of Elk River as an additional insured

20. Records Access. The Consultant shall provide the City access to any books, documents, papers, and records which are directly pertinent to the specific contract, for the purpose of making audit, examination, excerpts, and transcriptions, for three years after final payments and all other pending matters related to this contract are closed.

21. Ownership of Documents. All plans, diagrams, analyses, reports, maps, digital files, and information generated in connection with the performance of the Agreement ("Information") shall become the property of the City. The City may use the Information for its purposes and the Contractor also may use the Information for its purposes. Reuse of the Information for the purposes of the project contemplated by this Agreement ("Project") does not relieve any liability on the part of the Contractor, but any reuse of the Information by the City or the Contractor beyond the scope of the Project is without liability to the other, and the party reusing the Information agrees to defend and indemnify the other from any claims or liability resulting therefrom. Final Documents shall be submitted in PDF format.

22. Subcontractor. The Consultant shall not enter into subcontracts for services provided under this Agreement except as noted in Exhibit A, without the express written consent of the City. The Consultant shall pay any subcontractor involved in the performance of this Agreement within the ten (10) days of the Consultant's receipt of payment by the City for undisputed services provided by the subcontractor. If the Consultant fails within that time to pay the subcontractor any undisputed amount for which the Consultant has received payment by the City, the Consultant shall pay interest to the subcontractor on the unpaid amount at the rate of 1.5 percent per month or any part of a month. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the Consultant shall pay the actual interest penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Consultant shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action. In addition, no subcontractor can file a lien against the City.

23. **Dispute Resolution/Mediation.** Each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating arbitration or legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No arbitration or legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties. Mediation shall be held in the City of Elk River unless another location is mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a Mediated Settlement Agreement, which Agreement shall be enforceable as a settlement in any court having jurisdiction thereof.
24. **Conflicts.** No salaried officer or employee of the City and no member of the City Council of the City shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision renders the Agreement void. Any federal regulations and applicable state statutes shall not be violated.
25. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original.
26. **Governing Law.** This Agreement shall be controlled by laws of the State of Minnesota. Executed as of the day and year first written above.

City of Elk River

Company

Mayor

By: _____

City Clerk

Its: _____

Exhibit A

Project Managers

Zack Carlton, AICP
City of Elk River
Phone: 763.635.1035
Email: ZCarlton@ElkRiverMN.gov

Mike Thompson, AICP
Bolton & Menk, Inc.
Phone: 952.207.4974
Email: Mike.Thompson@bolton-menk.com

Exhibit B



Request for Action

To
City Council

Item Number
4.14

Meeting Date
June 17, 2024

Prepared By
Zack Carlton, Community Development Director

Item Description
Extend Land Use Approvals: Plat and Conditional Use Permit (PUD) - Broadway on 10 Apartment Project

Reviewed by
Zack Carlton
Cal Portner
Tina Allard

Action Requested

Approve, by motion, a one-year extension of the date to record the plat and PUD agreement (P 21-05 and CU 21-10) and begin construction of the proposed multifamily development. If Approved, the new date for expiration of approvals will be July 6, 2025.

Background/Discussion

On July 6, 2021, the City Council approved the preliminary plat and PUD for the Broadway on 10 development projects. The approval is good for two years from the date of Council action. Due to the market conditions since the original approval, the developer had submitted a written request for a one-year extension in 2023, which was granted by the City Council on June 20, 2023.

The developer has continued to market the project and has been working with partners to bring the project forward. However, due to the timing of the negotiations and continued market uncertainty, the applicant has requested an additional one-year extension. The City Council has traditionally granted extension requests and allowed the developer to move forward with their project under the original approved conditions and standards. The developer would now have until July 6, 2025, to begin their project.

Staff recommends granting this request but would not support any additional extensions to previous approvals.

Financial Impact
None

Mission/Policy/Goal
Meet changing needs - agile.
Support the growth and development of the community.

Attachments
I. Applicant's Extension Request

The Elk River Vision

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



Broadway Investors / Elk River

David Lundy <dlundyjr@gmail.com>

Tue 6/11/2024 1:54 PM

To: Zachary Carlton <zcarlton@ElkRiverMN.gov>

Cc: Erik Winegarden <erik@teamwinegarden.com>

Good afternoon Zach,

I would like to request an extension on the approval of our Elk River apartment project.

Please let me know what I can provide you to assist.

Thanks,

Dave



Request for Action

To
City Council

Item Number
6.1

Meeting Date
June 17, 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 June 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

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
6.2

Meeting Date
June 17, 2024

Prepared By
Jolene Richter, Deputy Clerk

Item Description
Planning Commission Interviews

Reviewed by
Cal Portner
Tina Allard

Action Requested

The Council will interview candidates for the Planning Commission. Appointments will be made at a later meeting.

Background/Discussion

There is currently one vacancy on the Planning Commission with a term ending 02/28/27. The following will be in attendance to be interviewed:

- Anthony Kaba
- James Zahler

There are vacancies on the following commissions as well:

Heritage Preservation Commission - 1 position

Multipurpose Facility Advisory Commission - 1 position for an At-Large Representative

Financial Impact
N/A

Mission/Policy/Goal
Elk River Mission

Attachments
I. Applications

The Elk River Vision

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



From: noreply@civicplus.com
To: [Jolene Richter](#)
Subject: Online Form Submittal: Board and Commission Application Form
Date: Thursday, May 9, 2024 6:02:26 AM

Board and Commission Application Form

Residency Information

Residency Requirements

Must be an Elk River resident for the following

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

Must be a Sherburne County resident for the following:

- Library Board

Residency does not matter for the following:

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

Select the Commission Planning Commission
applying for

First Name Anthony

Last Name Kaba

Address1 19141 Johnson St NW

City Elk River

State MN

Zip	55330
Home Phone Number	██████████
Cell Phone Number	██████████
Email Address	██████████████████
Public Contact Information	Cell Phone Number, Email Address
Employer	Sherburne county
Occupation	Information Technology
Why are you interested in serving on a city commission?	Serving as a city commissioner is a noble endeavor that allows individuals like myself to contribute directly to the community's well-being. As a city commissioners, I would've the opportunity to advocate for policies and initiatives that benefit fellow residents. I would also have the opportunity to address issues related to public safety, infrastructure, education, and more.
What skills, training, and experience would you bring to the commission for which you seek appointment?	As an information analyst, there are several skills and qualifications that I would bring to the commission. Data Analysis Tools: My familiarity with data analysis tools enables me to extract meaningful insights from complex datasets. I have several years of experience in related roles, which has honed my analytical skills and problem-solving abilities.
Conflict of Interest	No
If yes, explain:	<i>Field not completed.</i>
How did you hear about this vacancy?	City Website
Electronic Signature Agreement	Agree
Electronic Signature	Anthony Kaba

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

From: noreply@civicplus.com
To: [Jolene Richter](#)
Subject: Online Form Submittal: Board and Commission Application Form
Date: Tuesday, June 4, 2024 9:22:07 PM

Board and Commission Application Form

Residency Information

Residency Requirements

Must be an Elk River resident for the following

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

Must be a Sherburne County resident for the following:

- Library Board

Residency does not matter for the following:

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

Select the Commission Planning Commission
applying for

First Name James

Last Name Zahler

Address1 10293 Twin Lakes Rd NW

City Elk River

State MN

Zip	55330
Home Phone Number	
Cell Phone Number	
Email Address	
Public Contact Information	Cell Phone Number
Employer	Optum
Occupation	Sr Healthcare Economics Consultant
Why are you interested in serving on a city commission?	While attending a recent city council meeting, I wanted the city approve the sale of land and the granting of an economic incentive to benefit a local business, approve a plan to tackle emerald ash borer, and work with another local business to get their building project in compliance with city code. Whether the problem is economic or environmental it amazed me how big picture, national problems which can face a grid lock at the federal level, can find resolution at the local level. I want to be a part of that.
What skills, training, and experience would you bring to the commission for which you seek appointment?	Through out my educational background and professional career, I have been known for my problem solving, critical thinking, and communication skills. My education was in philosophy and the liberal arts, and for the last few years, I have been working as a data analyst. I can think deeply about complicated issues from different perspectives and bring some technical skills and statistical thinking to solving tough challenges.
Conflict of Interest	No
If yes, explain:	<i>Field not completed.</i>
How did you hear about this vacancy?	Word of Mouth
Electronic Signature Agreement	Agree
Electronic Signature	James R Zahler

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Request for Action

To
City Council

Item Number
6.3

Meeting Date
June 17, 2024

Prepared By
Jolene Richter, Deputy Clerk

Item Description
Parks and Recreation Commission Interviews

Reviewed by
Cal Portner
Tina Allard

Action Requested

The Council will interview candidates for the Parks and Recreation Commission. Appointments will be made at a later meeting.

Background/Discussion

There is currently one vacancy on the Parks and Recreation Commission with a term ending 02/28/25. The following will be in attendance to be interviewed:

- Melissa Fermoye
- Jake Krauth

There are vacancies on the following commissions as well:

Heritage Preservation Commission - 1 position

Multipurpose Facility Advisory Commission - 1 position for an At-Large Representative

Financial Impact
N/A

Mission/Policy/Goal
Elk River Mission

Attachments
I. Applications

The Elk River Vision

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



From: noreply@civicplus.com
To: [Jolene Richter](#)
Subject: Online Form Submittal: Board and Commission Application Form
Date: Tuesday, May 28, 2024 9:05:40 AM

Board and Commission Application Form

Residency Information

Residency Requirements

Must be an Elk River resident for the following

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

Must be a Sherburne County resident for the following:

- Library Board

Residency does not matter for the following:

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

Select the Commission applying for Parks and Recreation Commission

First Name Melissa

Last Name Fermoye

Address1 9217 Trinity Gardens

City Minneapolis

State Minnesota

Zip	55443
Home Phone Number	
Cell Phone Number	<i>Field not completed.</i>
Email Address	
Public Contact Information	Cell Phone Number, Email Address
Employer	Metal Craft
Occupation	Director of Human Resources
Why are you interested in serving on a city commission?	I was a volunteer earlier in my career with the St. Paul Jaycees where I planned and participated in many of their events. I served on their board as committee chair, and ultimately VP over programs. I have always wanted to give back to my community. While I don't live in Elk River I do work and have worked here, for 10 years. I wanted to get involved in the community to meet individuals to strengthen my network of HR professionals; with serving on the Board for the ERACC I have met a variety of individuals. I participated in the Community Leadership program offered through ERACC. I received a wealth of knowledge regarding the history of Elk River during this event. I would like to continue to be involved within the city.
What skills, training, and experience would you bring to the commission for which you seek appointment?	In my role as a HR professional I am able to meet new people, get acclimated quickly, collaborate and be accountable. I am currently a volunteer for Special Olympics, Allina Hospice, and the Board Chair of the ERACC. I am able to plan events, see them through, and communicate about the event.
Conflict of Interest	No
If yes, explain:	<i>Field not completed.</i>
How did you hear about this vacancy?	<i>Field not completed.</i>
Electronic Signature Agreement	Agree
Electronic Signature	Melissa A Fermoye

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

From: noreply@civicplus.com
To: [Jolene Richter](#)
Subject: Online Form Submittal: Board and Commission Application Form
Date: Thursday, May 23, 2024 8:07:18 PM

Board and Commission Application Form

Residency Information

Residency Requirements

Must be an Elk River resident for the following

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

Must be a Sherburne County resident for the following:

- Library Board

Residency does not matter for the following:

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

Select the Commission applying for Parks and Recreation Commission

First Name Jake

Last Name Krauth

Address1 17955 Lincoln St. NW

City Elk River

State MN

Zip	55330
Home Phone Number	<i>Field not completed.</i>
Cell Phone Number	
Email Address	
Public Contact Information	Email Address
Employer	NAU Country Insurance
Occupation	Field Services Technician
Why are you interested in serving on a city commission?	I love the idea of having a job that has a positive impact on my local community. The general job description also appeals to me of open communication in a team setting where you work together to solve problems. Also, the facebook post I saw for the opening was great.
What skills, training, and experience would you bring to the commission for which you seek appointment?	I would bring the following skills; critical thinking, interpersonal communication, open mindedness, research & analysis, task balancing and prioritization. I have relevant work experience as a field services technician at NAU Country insurance and as a night lead at Coborn's. Also relevant experience from Bachelors degree in Economics from the University of Minnesota Duluth.
Conflict of Interest	No
If yes, explain:	<i>Field not completed.</i>
How did you hear about this vacancy?	Facebook
Electronic Signature Agreement	Agree
Electronic Signature	Jake T Krauth

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



Request for Action

To
City Council

Item Number
7.1

Meeting Date
June 17, 2024

Prepared By
Zack Carlton, Community Development Director

Item Description
Conditional Use Permit: Commercial Cannabis
Cultivation, 10700 165th Ave NW - Vireo Health

Reviewed by
Zack Carlton
Cal Portner
Tina Allard

Action Requested

Approve, by motion, the Conditional Use Permit authorizing establishment of a Commercial Cannabis Facility with the following conditions to satisfy the standards set forth in Section 30-654:

1. The facility must comply with all licensing and operating procedures required under Minnesota Statutes Chapter 342.
2. The Conditional Use Permit may be issued prior to the applicant having received all necessary state permits and licenses, but the applicant shall submit proof of obtaining all state permits prior beginning cultivation operations.
3. Issuance of this CUP does not exempt the applicant from all standards outlined in state statute.
4. The operation/building must connect to city sewer and water and pay the required SAC/WAC fees in accordance with city codes.
5. Construction activities will require signed plans prepared by a qualified professional.
6. All other uses of the property must cease prior to issuance of a certificate of occupancy.

Background/Discussion

Vireo Health will utilize the former GRE facility at 10700 165th Ave NW and establish a Commercial Cannabis Cultivation Facility. The site has largely been operated as a storage facility since GRE ceased operations on the property, and the equipment used by GRE has been removed, leaving the building mostly vacant.

The property is zoned I1 (Light Industrial) where Commercial Cannabis Cultivation facilities require a Conditional Use Permit (CUP). The applicant received approval to operate a cultivation facility in part of the existing building earlier this year. The applicant requests approval to operate in the entire structure.

The proposal includes staff and office spaces, drying and processing areas, and numerous sealed cultivation rooms. Each cultivation room will have a positive-pressure HVAC system to minimize cannabis odor. The cultivation rooms are also within the existing building, providing an additional barrier to potential odor concerns.

The Elk River Vision

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



Expected hours of operation are between 5:00 a.m. and 12:00 a.m. with 80 employees at full build-out. Vireo will operate multiple shifts, spreading out the site's parking needs. The entire site will also have onsite security and 24/7 surveillance.

Planning Commission

The Planning Commission held a public hearing on May 28, 2024. A representative for the applicant spoke during the hearing and made himself available for questions from the Commission. No one else spoke during the hearing.

The Planning Commission did not have any questions and unanimously recommended approval of the CUP with the six conditions.

After the meeting, staff spoke with a nearby property owner who had questions regarding how odor from the facility would be mitigated. Staff requested additional information from the applicant and received the following response:

The cultivation and processing rooms, where odor will be present, are built in a room-in-room configuration. This means that fully sealed rooms will be constructed inside of the existing structure. The interior rooms are 16' - 20' tall. The existing structure is 40' - 50' tall. This means there will be a significant air gap inside the existing structure. As a result, there is very little possible transference between the interior of the structure and the outside. The rooms only take fresh air on a limited basis according to the occupancy requirements. The structured air discharge is limited and, when it occurs, is treated with carbon filtration. We also use an internal air scrubber system that limits VOCs. Cannabis plants (all plants) off-gas terpenes, which are volatile organic compounds (VOCs), which is what humans smell.

The only exception is in the event of a CO2 purge alarm. We supplement our grow rooms with CO2. As such, we are required to have a purge system in place if the CO2 reaches 5000 ppm. As a note, we operate at no more than 1200 ppm. The likelihood of a valve failure resulting in a purge is extremely low. In 14 years, I have never seen one occur. However, if it were to do that, air would be immediately evacuated, and the CO2 system automatically shuts down. The air would not be treated, as the speed with which we are required to exchange in that case is too high and, therefore, could potentially have a cannabis odor. This is why I would never 100% guarantee that there is no way someone could smell our plants.

I hope anyone concerned about this issue will understand that we take being good neighbors very seriously and recognize that odors are a concern. As such, we go to great lengths to mitigate any potential issues. I am happy to talk to anyone who would like more information on this matter at any time.

Financial Impact

None

Mission/Policy/Goal

Support the growth and development of the community.

Attachments

1. Planning Commission Packet dated May 28, 2024
2. CUP Recording Document
3. 7.1 Vireo Health Presentation



Request for Action

To
Planning Commission

Item Number
5.1

Meeting Date
May 28, 2024

Prepared By
Zack Carlton, Community Development Director

Item Description
Conditional Use Permit: Commercial Cannabis Cultivation (amendment), 10700 165th Ave NW - Vireo Health

Reviewed by:
Zack Carlton

Action Requested

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

1. The facility must comply with all licensing and operating procedures required under Minnesota Statutes Chapter 342.
2. The Conditional Use Permit may be issued prior to the applicant having received all necessary state permits and licenses, but the applicant shall submit proof of obtaining all state permits prior beginning cultivation operations.
3. Issuance of this CUP does not exempt the applicant from all standards outlined in state statute.
4. The operation/building must connect to city sewer and water and pay the required SAC/WAC fees in accordance with city codes.
5. Construction activities will require signed plans prepared by a qualified professional.
6. All other uses of the property must cease prior to issuance of a certificate of occupancy.

Background/Discussion

Vireo Health will utilize the former GRE facility at 10700 165th Ave NW and establish a Commercial Cannabis Cultivation Facility. The site has largely been operated as a storage facility since GRE ceased operations on the property, and the equipment used by GRE has been removed, leaving the building mostly vacant.

The property is zoned I1 (Light Industrial) where Commercial Cannabis Cultivation facilities require a Conditional Use Permit (CUP). The applicant received approval to operate a cultivation facility in part of the existing building earlier this year (CU 24-03), but the applicant is now requesting approval to operate a cultivation facility in the entire structure.

The proposal includes staff and office spaces, drying and processing areas, and numerous sealed cultivation rooms. Each cultivation room will have a positive pressure HVAC system to minimize cannabis odor. The cultivation rooms are also within the existing building, providing an additional barrier for potential odor concerns.

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



Expected hours of operation are between 5:00 a.m. and 12:00 a.m. with 80 employees at full buildout. Vireo will operate multiple shifts, spreading out the parking needs of the site. The entire site will also have onsite security and 24/7 surveillance.

Site Plan

The applicant is not proposing any modifications to the site. The existing paved surfaces provide enough parking and circulation to support the use. Access to the site will continue from the existing driveway on 165th Ave NW.

The entire property is surrounded by a fence and proposed signage consists of a small navigational sign to direct traffic to the correct access points of the building.

Exterior modifications include additional ingress/egress points as required by state building codes and reducing the size of the existing overhead doors.

Public Utilities

The building is not currently connected to city sewer and water, but utility stubs were provided on the east side of the building when the city installed Polk Street and the extension of 169th Ave. The building will be required to connect to city utilities and pay the required connection fees. Additionally, the operation will be a large electric user. The applicant has been working closely with Elk River Municipal Utilities (ERMU) to address the electrical needs for the site.

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.

The property previously operated as a sorting facility for trash/garbage prior to being transferred to the incinerator. The facility has traditionally had high levels of vehicle traffic and odors from the trash.

Surrounding properties include light manufacturing operations, recycling centers, a semi-truck dealership, agricultural research, and vacant/ developable parcels. The proposed use will not generate concerns in excess to what the area has experienced with previous uses and will not detrimentally affect the use and enjoyment of other properties in the immediate vicinity. The use will also be subject to additional standards from the state which may address related concerns for the operation.

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

2. Will be consistent with the comprehensive plan.

The subject site and surrounding properties are guided as Business Park which allows light manufacturing uses. The proposed use is consistent with the long-term vision for the area.

Staff does 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 city owns a vacant developable lot and much of the surrounding agricultural research land has the potential to be developed in the future. The proposed use will not impede the normal and orderly development of surrounding vacant parcels.

Staff does 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. Vireo's operation will require a significant amount of electricity at full build-out. They have been working closely with ERMU to find a solution to their power needs. The building is required to connect to city utilities and the public infrastructure has the capacity to provide the noted water and sewer needs. Anticipated traffic is equal to or less than previous uses on the site and existing roadway infrastructure has the capacity to handle the traffic. The use will also be subject to additional standards from the state which may address related concerns about the operation.

Staff included a condition requiring the building to connect to city sewer and water and pay all required connection fees.

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. Cannabis manufacturing (growing) and processing has the potential to generate excessive odors. The applicant is proposing to operate their grow operation within individual cultivation rooms that utilizes a positive-pressure system to minimize off-site odors. These rooms are also within the larger building (a room within a room) providing additional odor mitigation opportunities. There are no existing residential uses in the vicinity of the site, and prevailing winds would generally blow odors over the agricultural fields south and east of the subject site. The use will also be subject to additional standards from the state which may address related concerns for the operation.

Staff does 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 site is fully built-out and there are no proposed changes to the site.

Staff does 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. Commercial Cannabis Manufacturing is tightly regulated by Minnesota Statutes Chapter 342. Prior to beginning growing operations on site, the applicant must receive all required approvals and licenses from the state. The applicant will be required to provide proof of these approvals to the city. Outside of state requirements, which will be reviewed separately by the state's Office of Cannabis Management, the use will fully comply with city requirements.

Additionally, with the conversion of the entire building and site to Commercial Cannabis Cultivation, all other uses of the property must cease.

Staff included conditions noting the requirement to receive all necessary approvals from the state prior to beginning commercial cannabis operations and requiring any existing operations to cease prior to issuance of a certificate of occupancy.

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.

Responsibly grow.

Support the growth and development of the community.

Attachments

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



Project Location Map

Vireo Health

Conditional Use Permit

Case No: CU 24-07

Page 1 of 1



CU 24-07 Vireo Health
Applicant's Narrative

This Conditional Use Permit application seeks to update the previously issued CUP: #CU24-000003, project: #24-000206, such that the property lessee, Vireo Health, now intends to remodel the entire structure. The previous application indicated that a portion of the structure would be renovated. This request remains compliant with the City of Elk River's designated zones for cannabis production as well as the City's Comprehensive Plan. The details of this project remain the same as in the previously submitted narrative with the exception of the updated square footage to be remodel being revised to 138,000 SF. Please see the attached building schematics for the design plan.

VIREO HEALTH - CULTIVATION

VIREO HEALTH
10700 165TH AVE NW, ELK RIVER, MN 55330
SCHEMATIC DESIGN
04/17/2024

2WR # 24-01818

2WR

urban-gro

7430 E. Caley Ave, Suite 280E
Centennial, CO 80111
P. (720) 258-4780

GENERAL	ARCHITECTURAL	STRUCTURAL	PLUMBING	MECHANICAL	ELECTRICAL
G1.1 COVER SHEET G1.2 GENERAL NOTES & LEGENDS LS1.0 CODE STUDY & GROSS BUILDING PLANS LS1.1 LIFE SAFETY PLAN LS1.2 LIFE SAFETY PLAN - MEZZANINE & EQUIPMENT PLATFORM	D0.1 OVERALL DEMOLITION PLAN D1.1 DEMOLITION PLAN D1.2 DEMOLITION PLAN D1.3 DEMOLITION PLAN D1.4 DEMOLITION PLAN D1.5 DEMOLITION PLAN - MEZZANINE & EQUIPMENT PLATFORM A0.1 OVERALL FLOOR PLAN A1.1 FLOOR PLAN A1.2 FLOOR PLAN A1.3 FLOOR PLAN A1.4 FLOOR PLAN A1.5 FLOOR PLAN - MEZZANINE & EQUIPMENT PLATFORM A4.1 EXTERIOR ELEVATIONS A4.2 EXTERIOR ELEVATIONS A5.1 BUILDING SECTIONS A9.0 OVERALL REFLECTED CEILING PLAN				
CIVIL					

NOT FOR CONSTRUCTION

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VIREO HEALTH - CULTIVATION
VIREO HEALTH
10700 165TH AVE NW, ELK RIVER, MN 55330
SCHEMATIC DESIGN

Project No.: 24-01818
Date: 04/17/2024
Drawn by: CZJ/JH
Checked by: SG
Revisions:

No.	Date	Description
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COVER SHEET

G1.1

PRINTED: 4/17/2024 2:03:39 PM

FILEPATH: Autocad Docs:/24-01818 Vireo Health - Cultivation/24-01818 Vireo Health_Arch_R24.rvt

OWNER REPRESENTATIVE
MARK DOHERTY
VIREO HEALTH
207 S. 9TH ST.,
MINNEAPOLIS, MN 55402
P (315) 534-9278
E: MARKDOHERTY@VIREOHEALTH.COM

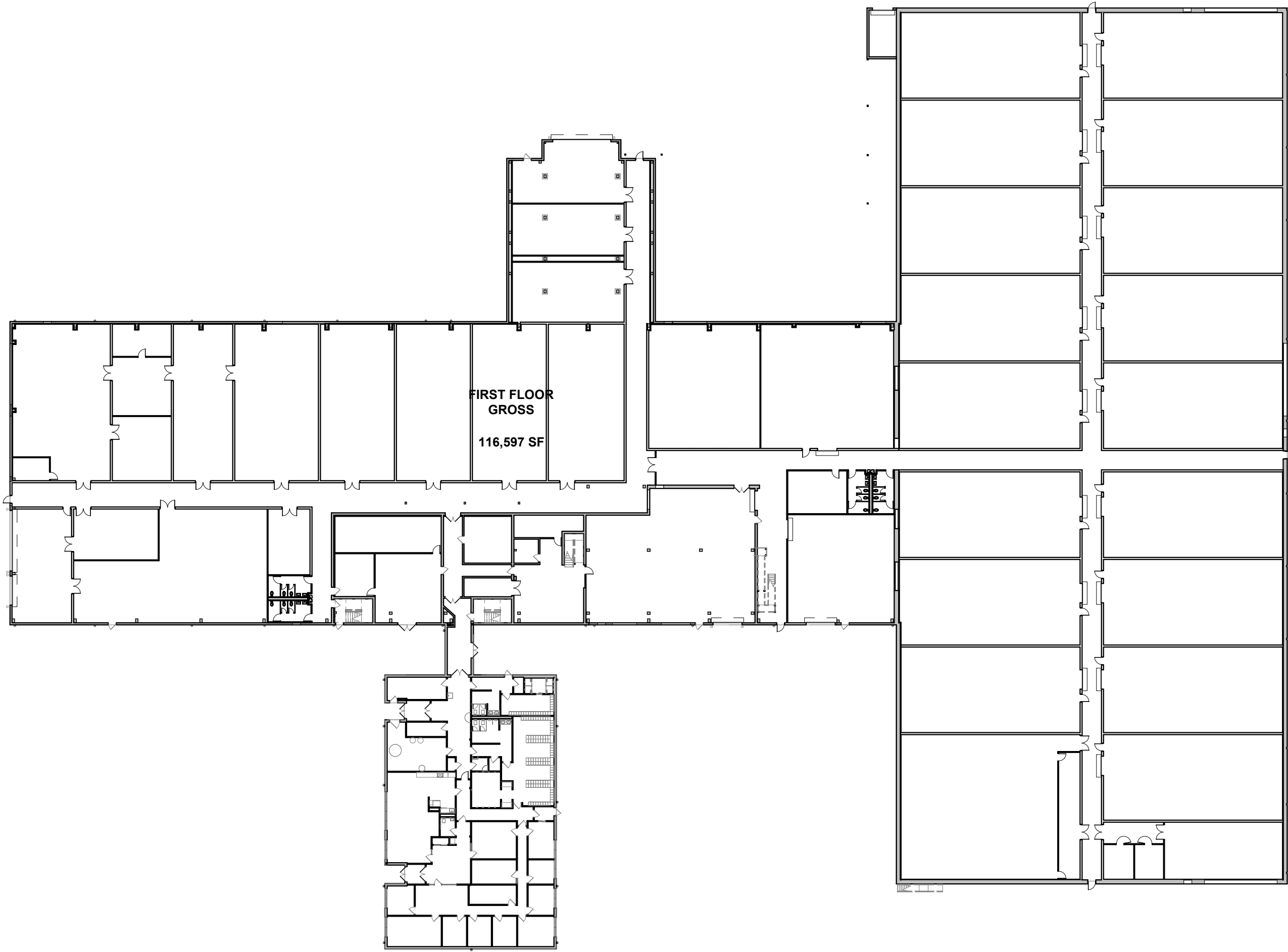
ARCHITECT
DARCEY WENZEL
2WR OF COLORADO, INC.
7430 E. CALEY AVE., STE. 280E
CENTENNIAL, CO 80111
P (720) 258-4780
E: DARCEY@2WRARCH.COM

MEP ENGINEER
JASON DAWSON
URBAN-GRO ENGINEERING, INC
1751 PANORAMA POINT
LAFAYETTE, CO 80026
P (720) 258-4780
E: JASON.DAWSON@URBAN-GRO.COM

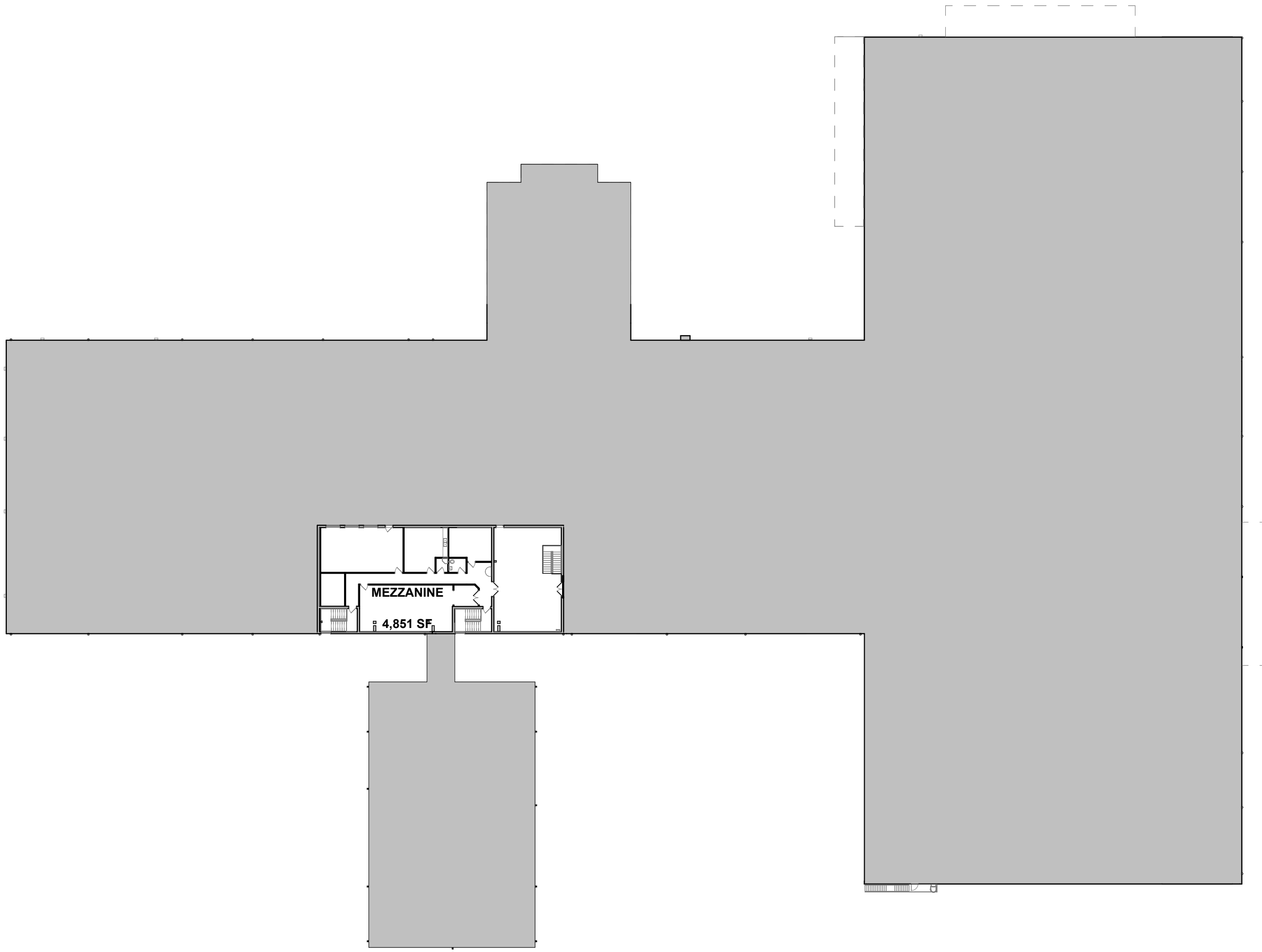
STRUCTURAL ENGINEER (TBD)
NAME
COMPANY
ADDRESS
ADDRESS
P (###) ###-####
F --
E: EMAIL@EMAIL.COM

CIVIL ENGINEER
TBD
STANTEC
410 17TH ST. #1400,
DENVER, CO 80202
P (303) 295-1717
E: TBD

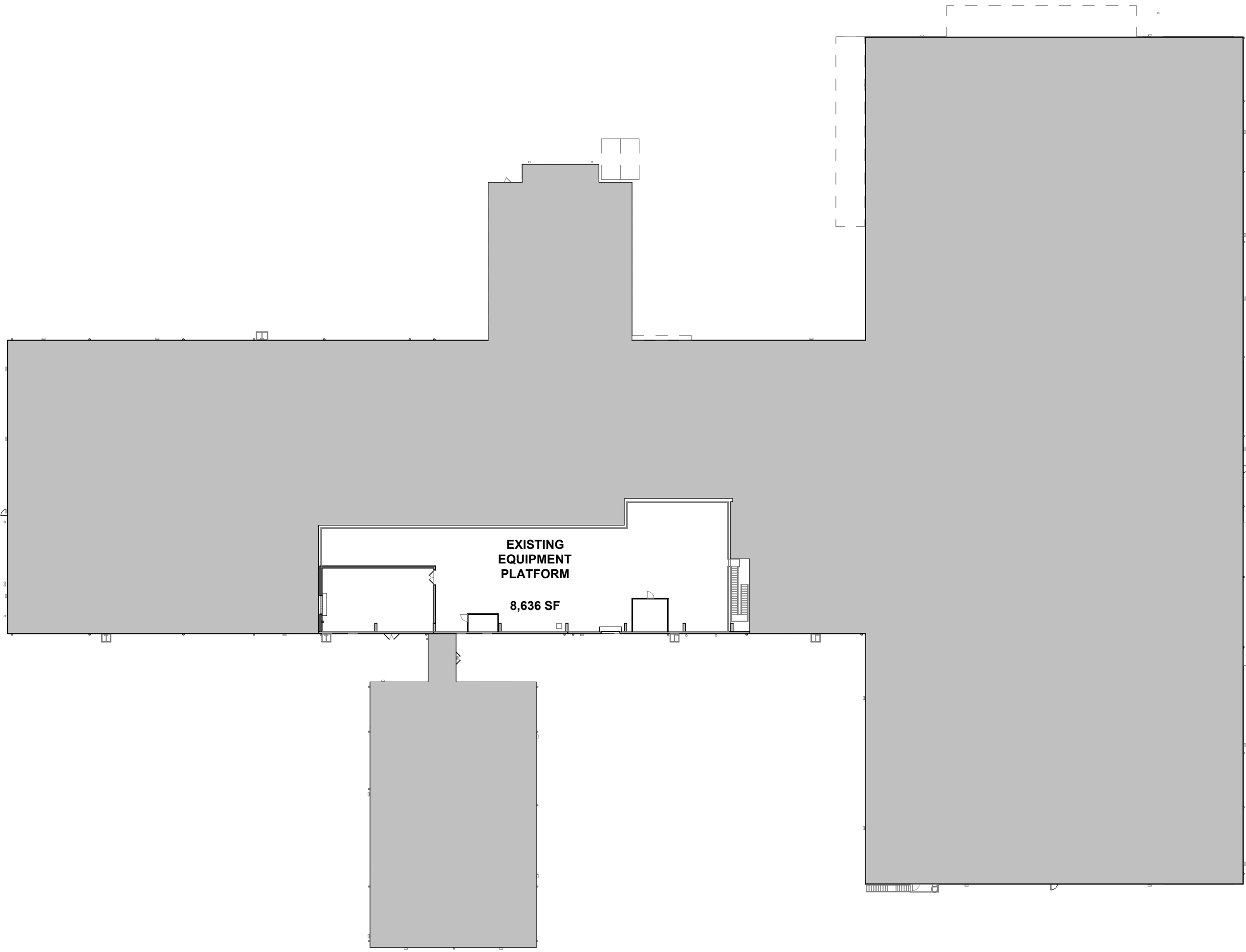
DESIGN-BUILDER
CHRIS CULLENS
URBAN-GRO, INC
1751 PANORAMA POINT
LAFAYETTE, CO 80026
P (303) 341-7242
E: CHRIS.CULLENS@EMERALDCMINC.COM



1 FIRST FLOOR GROSS BUILDING PLAN
SCALE: 1" = 40'-0"



2 MEZZANINE GROSS BUILDING PLAN
SCALE: 1" = 40'-0"



3 EXISTING EQUIPMENT PLATFORM GROSS BUILDING PLAN
SCALE: 1" = 40'-0"

PROJECT SUMMARY																																																	
THIS PROJECT IS A TENANT IMPROVEMENT IN AN EXISTING TYPE II 116,597 SQFT BUILDING.																																																	
GENERAL CODE NOTES																																																	
1. OCCUPANT LOAD OF ALL SPACES CALCULATED PER TABLE 1004.5 (IBC)																																																	
2. ALL SPACES NOT PROVIDED WITH OCCUPANT LOAD ARE CONSIDERED INCIDENTAL USE AND/OR ARE NOT CONSIDERED NORMALLY OCCUPIED SPACES.																																																	
3. ALL EXIT AND EXIT ACCESS DOORS PROVIDE 34" OF CLEAR EXIT WIDTH IF SINGLE LEAF AND 68" IF DOUBLE LEAF UNLESS OTHERWISE NOTED. AS SUCH, EGRESS CAPACITIES ARE 170 AND 340 OCCUPANTS RESPECTIVELY PER IBC SECTION 1005.																																																	
CODES AND REGULATION DATA																																																	
SUBJECT	CODE / REFERENCE																																																
APPLICABLE CODES:	2020 MINNESOTA BUILDING CODE (IBC 2018 AMENDED) 2020 MINNESOTA CONSERVATION CODE FOR EXISTING BUILDINGS (IEBC 2018 AMENDED) 2020 MINNESOTA MECHANICAL CODE (IMC 2018 AMENDED) 2020 MINNESOTA PLUMBING CODE (UPC 2018 AMENDED) 2020 MINNESOTA FUEL GAS CODE (IFGC 2018 AMENDED) MINNESOTA ELECTRICAL CODE 2023 (NFA 70, 2023) 2020 MINNESOTA STATE FIRE CODE (IFC 2018 AMENDED) 2024 MINNESOTA ENERGY CODE (ASHRAE 90.1 2018 AMENDED) MINNESOTA ACCESSIBILITY CODE 2020																																																
TYPE OF WORK:	TENANT IMPROVEMENT - ALTERATION LEVEL 3																																																
TYPE OF CONSTRUCTION:	II-B (SPRINKLERED)																																																
ZONING:	I1 - LIGHT INDUSTRIAL																																																
FLOOD ZONE:	ZONE X																																																
OCCUPANCY TYPE:	<table><tr><th>OCCUPANCY CLASSIFICATION</th><th>AREA</th><th>% OF GROSS SF</th><th></th></tr><tr><td>F-1</td><td>112,342 SF</td><td>86%</td><td></td></tr><tr><td>S-1</td><td>9,787 SF</td><td>8%</td><td></td></tr><tr><td>B</td><td>7,802 SF</td><td>6%</td><td>ACCESSORY</td></tr><tr><td>GROSS SF</td><td>129,931 SF</td><td></td><td></td></tr></table>				OCCUPANCY CLASSIFICATION	AREA	% OF GROSS SF		F-1	112,342 SF	86%		S-1	9,787 SF	8%		B	7,802 SF	6%	ACCESSORY	GROSS SF	129,931 SF																											
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REQUIRED SEPARATION OF OCCUPANCIES:	<table><tr><th colspan="3">IBC TABLE 508.4</th></tr><tr><th rowspan="2">OCCUPANCY</th><th colspan="2">F-1 & S-1</th></tr><tr><th>S</th><th>NS</th></tr><tr><td>F-1 & S-1</td><td>NO SEPARATION REQUIREMENT</td><td>NO SEPARATION REQUIREMENT</td></tr></table> IBC 2018 508.2.4 NO SEPARATION IS REQUIRED BETWEEN ACCESSORY OCCUPANCIES AND THE MAIN OCCUPANCY.				IBC TABLE 508.4			OCCUPANCY	F-1 & S-1		S	NS	F-1 & S-1	NO SEPARATION REQUIREMENT	NO SEPARATION REQUIREMENT																																		
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FIRE RESISTANCE RATING REQUIREMENTS:	<table><tr><th colspan="2">IBC TABLE 601</th><th colspan="2">IBC TABLE 602</th></tr><tr><th>BUILDING ELEMENT:</th><th>TYPE IIB</th><th>EXTERIOR NON-BEARING WALLS & PARTITIONS</th><th>F-1 & S-1</th></tr><tr><td>PRIMARY STRUCTURAL FRAME</td><td>0 HOURS</td><td>X < 5</td><td>2</td></tr><tr><td>BEARING WALLS</td><td>0 HOURS</td><td>5 ≤ X < 10</td><td>1</td></tr><tr><td>EXTERIOR INTERIOR</td><td>0 HOURS</td><td>10 ≤ X < 30</td><td>0</td></tr><tr><td>NONBEARING WALLS AND PARTITIONS</td><td>0 HOURS</td><td>X ≥ 30</td><td>0</td></tr><tr><td>FLOOR CONSTRUCTION</td><td>0 HOURS</td><td></td><td></td></tr><tr><td>ROOF CONSTRUCTION</td><td>0 HOURS</td><td></td><td></td></tr></table>				IBC TABLE 601		IBC TABLE 602		BUILDING ELEMENT:	TYPE IIB	EXTERIOR NON-BEARING WALLS & PARTITIONS	F-1 & S-1	PRIMARY STRUCTURAL FRAME	0 HOURS	X < 5	2	BEARING WALLS	0 HOURS	5 ≤ X < 10	1	EXTERIOR INTERIOR	0 HOURS	10 ≤ X < 30	0	NONBEARING WALLS AND PARTITIONS	0 HOURS	X ≥ 30	0	FLOOR CONSTRUCTION	0 HOURS			ROOF CONSTRUCTION	0 HOURS															
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CLASSIFICATION	WATER CLOSETS		LAVATORIES		DRINKING FOUNTAINS	OTHER																																											
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FACTORY (F-1) 439 (219.5 / SEX)	1 PER 100 214/100 = 2.14	1 PER 100 214/100 = 2.14	1 PER 100 214/100 = 2.14	1 PER 100 214/100 = 2.14	1 PER 400 439/400 = 1.09	1 SERVICE SINK																																											
BUINESSS (B) 178 (89 / SEX)	1 PER 25 50/25 = 2 1 PER 50 39/50 = .78	1 PER 25 50/25 = 2 1 PER 50 39/50 = .78	1 PER 40 80/40 = 2 1 PER 80 9/80 = .1	1 PER 40 80/40 = 2 1 PER 80 9/80 = .1	1 PER 100 178/100 = 1.78	1 SERVICE SINK																																											
STORAGE (S-1) 24 (12 / SEX)	1 PER 100 12/100 = 2.14	1 PER 100 49/100 = .49	1 PER 100 49/100 = .49	1 PER 100 49/100 = .49	1 PER 1000 24/1000 = .03	1 SERVICE SINK																																											
TOTAL REQUIRED:	5.41 = 6	5.41 = 6	2.73 = 3	2.73 = 3	2.9 = 3	1																																											
TOTAL PROVIDED:	11	9	7	7	2	3																																											

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VIREO HEALTH - CULTIVATION

VIREO HEALTH
10700 166TH AVE NW, ELK RIVER, MN 55530

SCHEMATIC DESIGN

Project No.: 24-01818
Date: 04/17/2024
Drawn by: SG
Checked by:
Revisions:

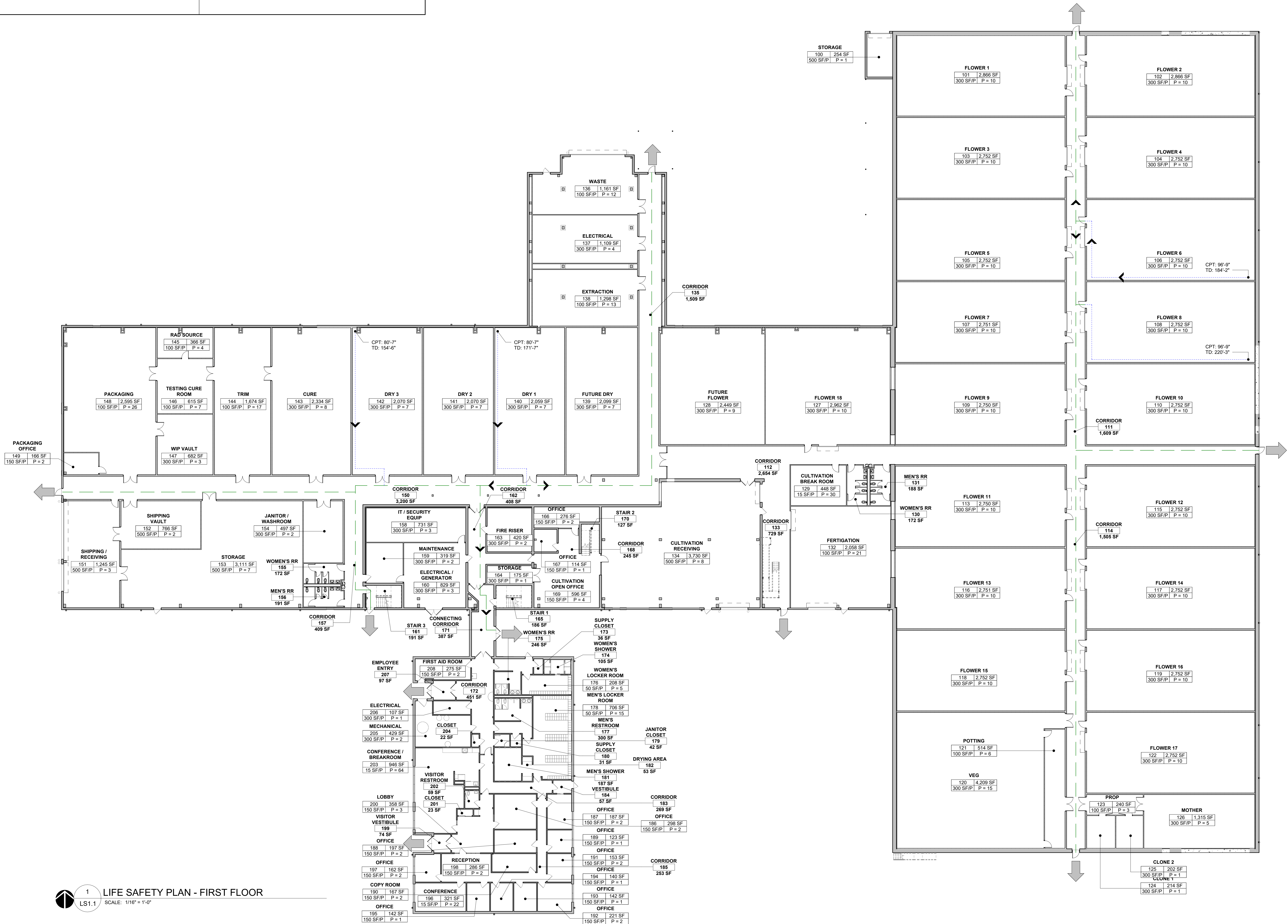
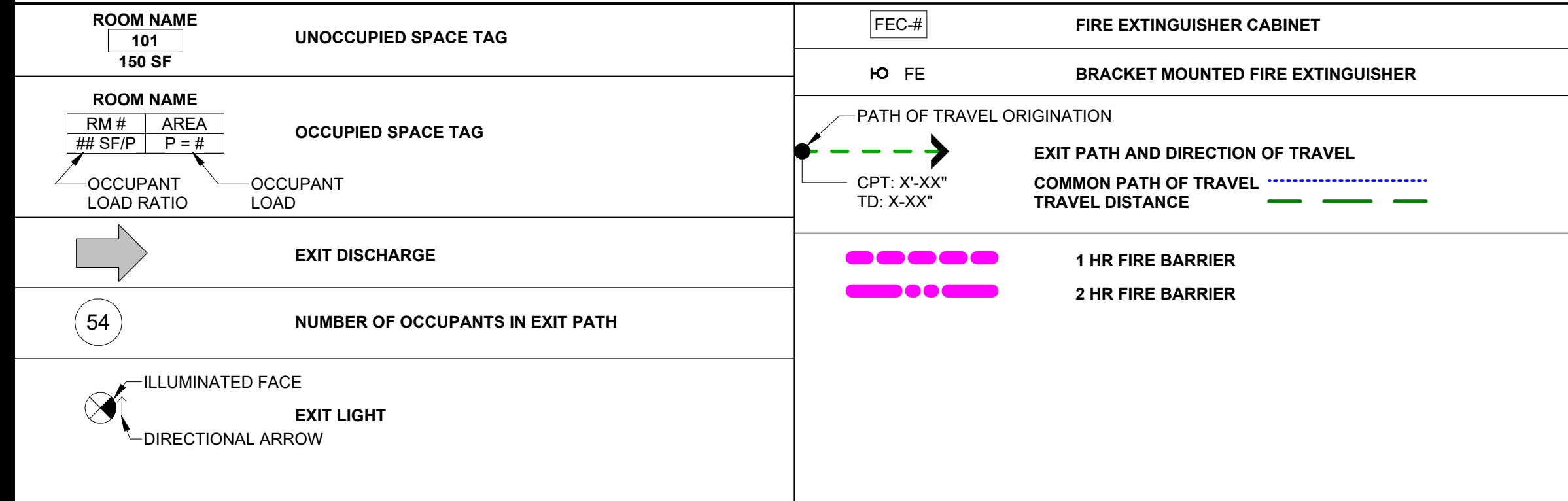
No.	Date	Description
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CODE STUDY & GROSS BUILDING PLANS

LS1.0

Pa@egs83c6b72

LIFE SAFETY SYMBOLS LEGEND



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LIFE SAFETY PLAN

LS1.1

ROOM NAME

101

150 SF

UNOCCUPIED SPACE TAG

ROOM NAME

RM #

AREA

#/SF/P

P = #

OCCUPIED SPACE TAG

OCCUPANT

LOAD RATIO

OCCUPANT

LOAD

EXIT DISCHARGE

54

NUMBER OF OCCUPANTS IN EXIT PATH

ILLUMINATED FACE

EXIT LIGHT

DIRECTIONAL ARROW

FEC-#

FIRE EXTINGUISHER CABINET

IO

FE

BRACKET MOUNTED FIRE EXTINGUISHER

PATH OF TRAVEL ORIGINATION

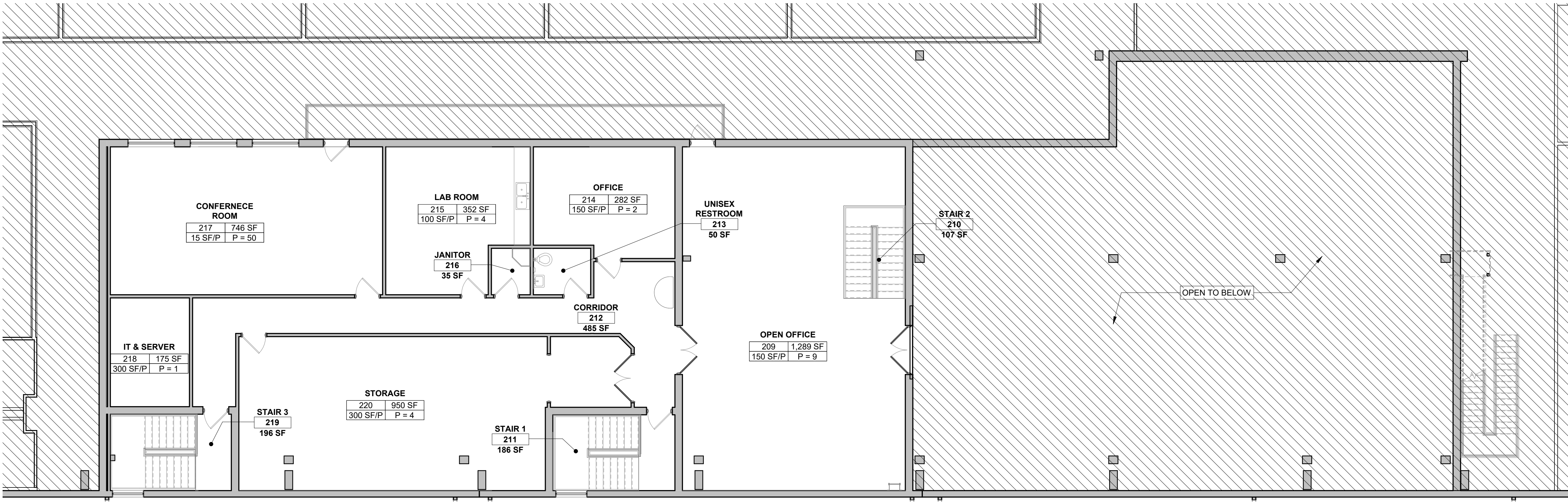
EXIT PATH AND DIRECTION OF TRAVEL

COMMON PATH OF TRAVEL

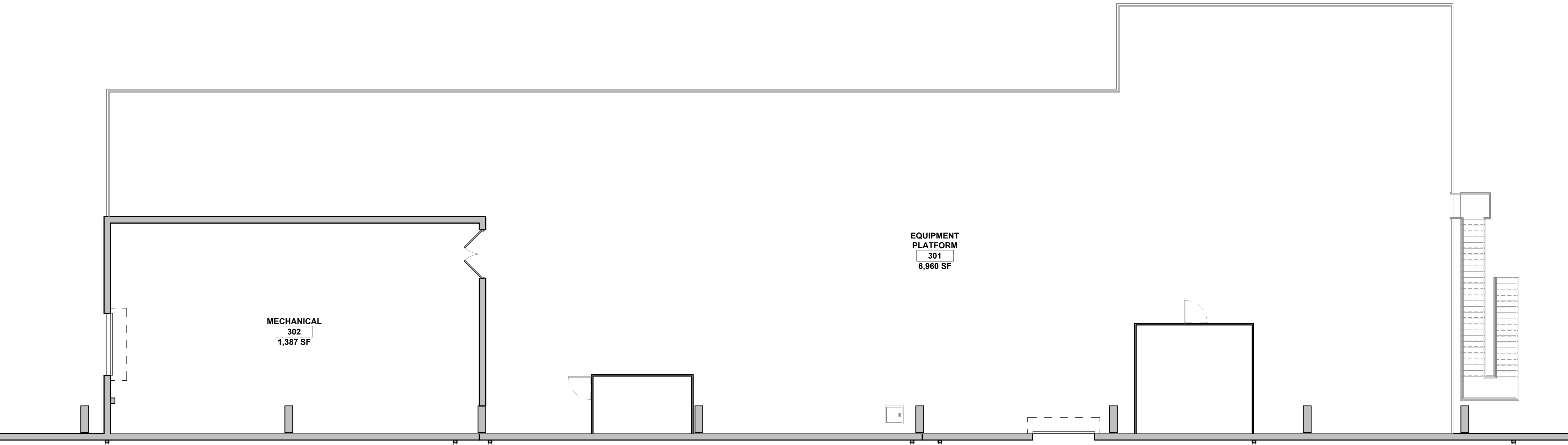
TRAVEL DISTANCE

1 HR FIRE BARRIER

2 HR FIRE BARRIER

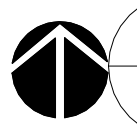


1 LIFE SAFETY PLAN - MEZZANINE
SCALE: 1/8" = 1'-0"



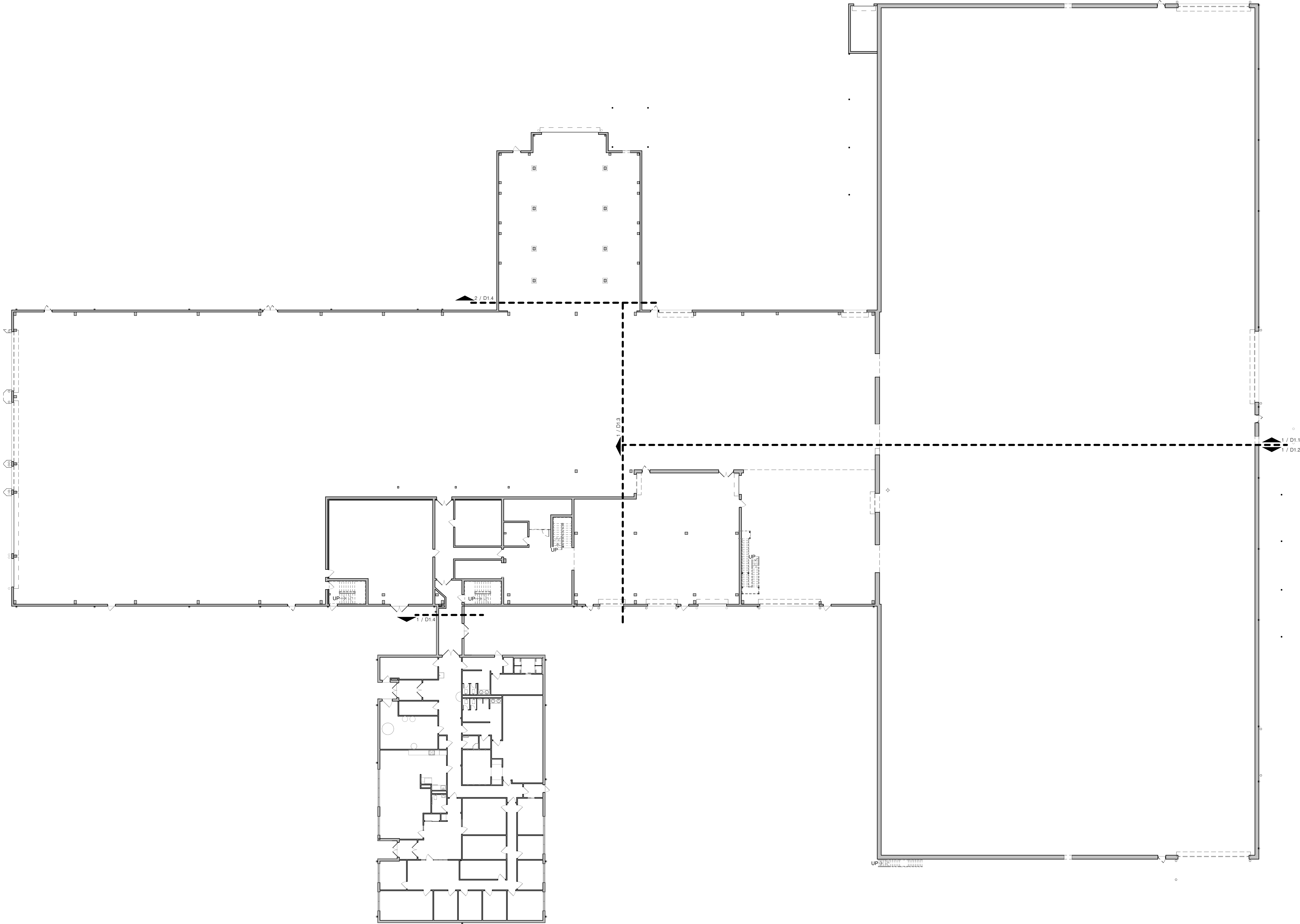
2 LIFE SAFETY PLAN - EQUIPMENT PLATFORM
SCALE: 1/8" = 1'-0"

No.	Date	Description
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1
D0.1

FLOOR PLAN
SCALE: 1/16" = 1'-0"



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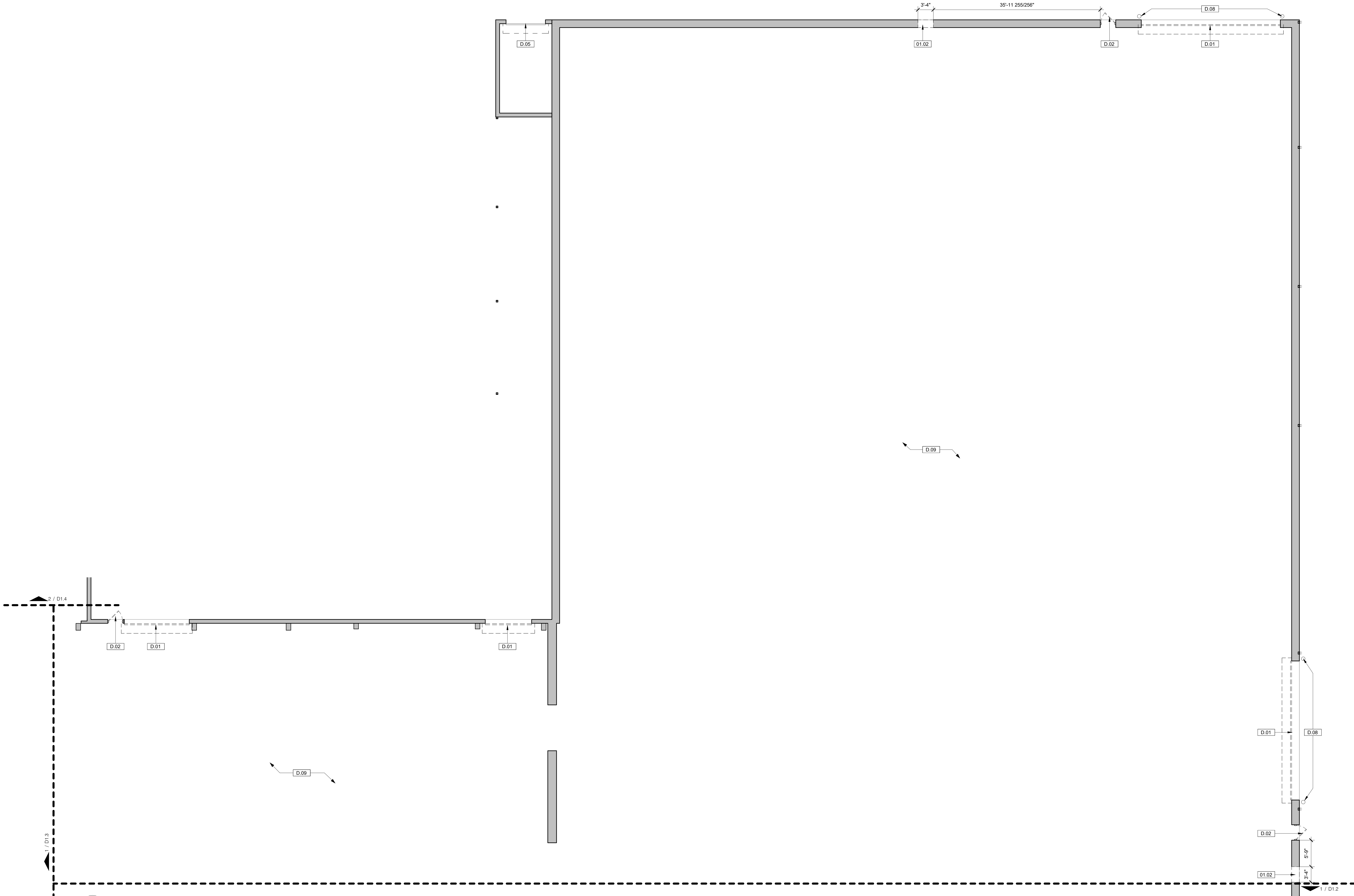
Project No.: 24-01818
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Revisions:

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OVERALL
DEMOLITION
PLAN

D0.1

WALL LEGEND	GENERAL DEMOLITION NOTES			KEYED CONSTRUCTION NOTES	
DEMOLISHED	A. ALL DEMOLITION WORK SHALL COMPLY WITH THE REQUIREMENTS OF THE 2013 EDITION OF NFPA 241, STANDARD FOR SAFEGUARDING CONSTRUCTION, ALTERATION, AND DEMOLITION OPERATIONS.	B. CONTRACTOR SHALL COORDINATE SEQUENCE OF DEMOLITION WITH PHASES OF CONSTRUCTION AGREED TO WITH OWNER AND ARCHITECT. COORDINATE ALL DEMOLITION WITH NEW CONSTRUCTION DRAWINGS.	C. THE CONTRACTOR SHALL FILE ALL NECESSARY CERTIFICATES OF INSURANCE, PAY ALL FEES, OBTAIN ALL PERMITS AND PROVIDE ANY AND ALL BONDS REQUIRED BY ANY AGENCY IN ORDER TO DO THE WORK HEREIN DESCRIBED.	D. NO STRUCTURAL ELEMENTS SHALL BE REMOVED UNLESS PORTIONS AFFECTED ARE ADEQUATELY SUPPORTED BY EITHER TEMPORARY SHORING OR NEW STRUCTURAL ELEMENTS AS REQUIRED TO PROTECT THE STABILITY AND INTEGRITY OF THE EXISTING STRUCTURE.	E. THE CONTRACTOR SHALL PROVIDE ADEQUATE WEATHER PROTECTION FOR THE BUILDING AND ITS CONTENTS DURING THE COURSE OF THE WORK. ALL OPENINGS IN ANY WALL OR ROOF SHALL BE PROTECTED FROM ALL FORMS OF WEATHER OR WATER.
EXISTING TO REMAIN					
	F. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN FIELD PRIOR TO DEMOLITION. DIMENSIONS INDICATED ON DEMOLITION PLAN ARE FOR REFERENCE ONLY.	G. CONTRACTOR SHALL COORDINATE EXTENT OF DEMOLITION WITH OTHER DRAWINGS IN THIS SET. NOTIFY ARCHITECT PRIOR TO PROCEEDING WITH DEMOLITION IN CASE OF A CONFLICT.	H. CONTRACTOR SHALL PERFORM ALL OPERATIONS OF DEMOLITION AND REMOVAL INDICATED ON THE DRAWINGS AND AS MAY BE REQUIRED BY THE WORK. ALL WORK SHALL BE DONE CAREFULLY AND NEATLY, IN A SYSTEMATIC MANNER.	I. DEMOLITION DRAWINGS AND NOTATIONS ARE GENERAL IN NATURE. PRIOR TO BIDDING THE WORK CONTRACTORS SHOULD PERFORM IN-FIELD VISUAL INSPECTION AND MAKE FIELD MEASUREMENTS TO ASCERTAIN THE EXTENT AND QUANTITY OF WORK TO BE PERFORMED.	J. THE CONTRACTOR SHALL PROVIDE, ERECT AND MAINTAIN ALL TEMPORARY BARRIER AND GUARDS, AND ALL TEMPORARY SHORING AND BRACING AS REQUIRED BY ALL APPLICABLE CODES.
	L. ALL ADJOINING PROPERTY AFFECTED BY ANY OPERATIONS OF DEMOLITION SHALL BE PROTECTED PER ALL APPLICABLE CODES.	M. CONTACT ARCHITECT IMMEDIATELY IF DURING THE COURSE OF DEMOLITION, CIRCUMSTANCES ARE ENCOUNTERED IN WHICH THE EXTENT OR INTENT OF DEMOLITION INDICATED IN THE CONTRACT DOCUMENTS IS UNCLEAR. DO NOT PROCEED WITH DEMOLITION IN THESE AREAS IN QUESTION UNTIL CLARIFICATION IS GIVEN BY ARCHITECT.	N. ALL EXISTING SURFACES AND EQUIPMENT TO REMAIN SHALL BE FULLY PROTECTED FROM DAMAGE. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR DAMAGE AND SHALL MAKE REPAIRS REQUIRED WITHOUT ADDITIONAL COST TO THE OWNER.	O. NO DEBRIS SHALL BE ALLOWED TO ACCUMULATE ON THE SITE. DEBRIS SHALL BE REMOVED BY THE CONTRACTOR AS THE JOB PROCEEDS. THE SITE SHALL BE LEFT BROOM CLEAN AT THE COMPLETION OF THE DEMOLITION.	P. REFER TO MECHANICAL, PLUMBING, ELECTRICAL, CIVIL, AND STRUCTURAL SHEETS FOR DEMOLITION OF ITEMS RELATED TO EACH DISCIPLINE. ALL EXISTING PENETRATIONS FOR BUILDING SYSTEMS, NOT BEING RE-USED SHALL BE DEMOLISHED AND HOLES INFILLED TO MATCH ADJACENT CONSTRUCTION.
	Q. WHERE EXISTING WALLS ARE PARTIALLY DEMOLISHED, FINISH ENDS OF REMAINING WALLS TO MATCH ADJACENT CONSTRUCTION AND PROVIDE SMOOTH, EVEN SURFACES AT JAMBS OF NEW OPENINGS SHALL BE PROTECTED FROM ALL FORMS OF WEATHER OR WATER.			KEYNOTE DESCRIPTION	
				01.02	PROVIDE ALIGNED INFILL WALL CONSTRUCTION TO MATCH EXISTING ASSEMBLY AND WALL WIDTH. WHERE CMU CONDITIONS OCCUR, FILL EMPTY CELLS WITH PERLITE INSULATION.
				D.01	REMOVE AND DISPOSE OF OVERHEAD/ROLL-UP DOOR AND ACCESSORIES. PREPARE FOR INFILL OF OPENING. SECURE OPENINGS UNTIL INFILL IS COMPLETE.
				D.02	REMOVE AND DISPOSE OF DOOR AND ACCESSORIES. PREPARE FOR INFILL OF OPENING.
				D.05	EXISTING OVERHEAD/ROLL-UP DOOR TO REMAIN.
				D.08	REMOVE AND DISPOSE OF EXISTING BOLLARD.
				D.09	PATCH/REPAIR AND CLEAN EXISTING FLOOR SLAB TO BE PREPARED FOR REUSE. COORDINATE WITH NEW WORK PLANS.



1 FLOOR PLAN
D1.1 SCALE: 1/8" = 1'-0"

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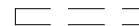
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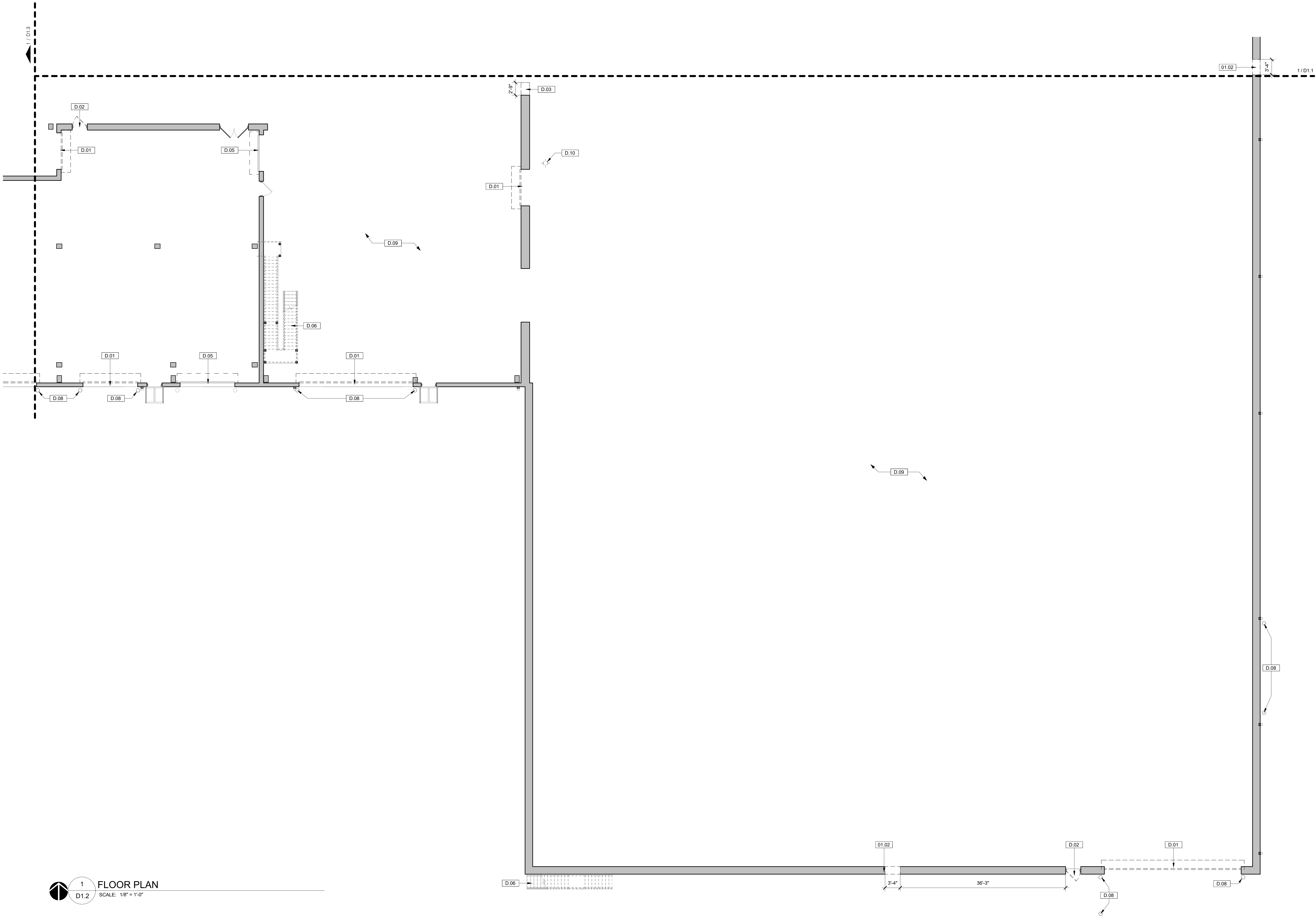
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DEMOLITION
PLAN

D1.1

WALL LEGEND		GENERAL DEMOLITION NOTES		KEYED CONSTRUCTION NOTES					
	DEMOLISHED	A. ALL DEMOLITION WORK SHALL COMPLY WITH THE REQUIREMENTS OF THE 2013 EDITION OF NFPA 241, STANDARD FOR SAFEGUARDING CONSTRUCTION, ALTERATION, AND DEMOLITION OPERATIONS. B. CONTRACTOR SHALL COORDINATE SEQUENCE OF DEMOLITION WITH PHASES OF CONSTRUCTION AGREED TO WITH OWNER AND ARCHITECT. COORDINATE ALL DEMOLITION WITH NEW CONSTRUCTION DRAWINGS. C. THE CONTRACTOR SHALL FILE ALL NECESSARY CERTIFICATES OF INSURANCE, PAY ALL FEES, OBTAIN ALL PERMITS AND PROVIDE ANY AND ALL BONDS REQUIRED BY ANY AGENCY IN ORDER TO DO THE WORK HEREIN DESCRIBED. D. NO STRUCTURAL ELEMENTS SHALL BE REMOVED UNLESS PORTIONS AFFECTED ARE ADEQUATELY SUPPORTED BY EITHER TEMPORARY SHORING OR NEW STRUCTURAL ELEMENTS AS REQUIRED TO PROTECT THE STABILITY AND INTEGRITY OF THE EXISTING STRUCTURE. E. THE CONTRACTOR SHALL PROVIDE ADEQUATE WEATHER PROTECTION FOR THE BUILDING AND ITS CONTENTS DURING THE COURSE OF THE WORK. ALL OPENINGS IN ANY WALL OR ROOF SHALL BE PROTECTED FROM ALL FORMS OF WEATHER OR WATER.	F. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN FIELD PRIOR TO DEMOLITION. DIMENSIONS INDICATED ON DEMOLITION PLAN ARE FOR REFERENCE ONLY. G. CONTRACTOR SHALL COORDINATE EXTENT OF DEMOLITION WITH OTHER DRAWINGS IN THIS SET. NOTIFY ARCHITECT PRIOR TO PROCEEDING WITH DEMOLITION IN CASE OF A CONFLICT. H. CONTRACTOR SHALL PERFORM ALL OPERATIONS OF DEMOLITION AND REMOVAL INDICATED ON THE DRAWINGS AND AS MAY BE REQUIRED BY THE WORK. ALL WORK SHALL BE DONE CAREFULLY AND NEATLY, IN A SYSTEMATIC MANNER. I. DEMOLITION DRAWINGS AND NOTATIONS ARE GENERAL IN NATURE. PRIOR TO BIDDING THE WORK CONTRACTORS SHOULD PERFORM IN-FIELD VISUAL INSPECTION AND MAKE FIELD MEASUREMENTS TO ASCERTAIN THE EXTENT AND QUANTITY OF WORK TO BE PERFORMED. J. THE CONTRACTOR SHALL PROVIDE, ERECT AND MAINTAIN ALL TEMPORARY BARRIER AND GUARDS, AND ALL TEMPORARY SHORING AND BRACING AS REQUIRED BY ALL APPLICABLE CODES.	L. ALL ADJOINING PROPERTY AFFECTED BY ANY OPERATIONS OF DEMOLITION SHALL BE PROTECTED PER ALL APPLICABLE CODES. M. CONTACT ARCHITECT IMMEDIATELY IF DURING THE COURSE OF DEMOLITION, CIRCUMSTANCES ARE ENCOUNTERED IN WHICH THE EXTENT OR INTENT OF DEMOLITION INDICATED IN THE CONTRACT DOCUMENTS IS UNCLEAR. DO NOT PROCEED WITH DEMOLITION IN THESE AREAS IN QUESTION UNTIL CLARIFICATION IS GIVEN BY ARCHITECT. N. ALL EXISTING SURFACES AND EQUIPMENT TO REMAIN SHALL BE FULLY PROTECTED FROM DAMAGE. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR DAMAGE AND SHALL MAKE REPAIRS REQUIRED WITHOUT ADDITIONAL COST TO THE OWNER. O. NO DEBRIS SHALL BE ALLOWED TO ACCUMULATE ON THE SITE. DEBRIS SHALL BE REMOVED BY THE CONTRACTOR AS THE JOB PROCEEDS. THE SITE SHALL BE LEFT BROOM CLEAN AT THE COMPLETION OF THE DEMOLITION.	P. REFER TO MECHANICAL, PLUMBING, ELECTRICAL, CIVIL, AND STRUCTURAL SHEETS FOR DEMOLITION OF ITEMS RELATED TO EACH DISCIPLINE. ALL EXISTING PENETRATIONS FOR BUILDING SYSTEMS NOT BEING RE-USED SHALL BE DEMOLISHED AND HOLES INFILLED TO MATCH ADJACENT CONSTRUCTION. Q. WHERE EXISTING WALLS ARE PARTIALLY DEMOLISHED, FINISH ENDS OF REMAINING WALLS TO MATCH ADJACENT CONSTRUCTION AND PROVIDE SMOOTH, EVEN SURFACES AT JAMES OF WALL OPENINGS SHALL BE PROTECTED FROM ALL FORMS OF WEATHER OR WATER.	KEYNOTE	DESCRIPTION	KEYNOTE	DESCRIPTION
	EXISTING TO REMAIN					01.02	PROVIDE ALIGNED INFILL WALL CONSTRUCTION TO MATCH EXISTING ASSEMBLY AND WALL WIDTH. WHERE CMU CONDITIONS OCCUR, FILL EMPTY CELLS WITH PERLITE INSULATION.	D.03	REMOVE AND DISPOSE OF PORTION OF WALL TO CREATE NEW OPENING. COORDINATE WITH NEW WORK PLANS.
						D.01	REMOVE AND DISPOSE OF OVERHEAD/ROLL-UP DOOR AND ACCESSORIES. PREPARE FOR INFILL OF OPENING. SECURE OPENINGS UNTIL INFILL IS COMPLETE.	D.05	EXISTING OVERHEAD/ROLL-UP DOOR TO REMAIN.
						D.02	REMOVE AND DISPOSE OF DOOR AND ACCESSORIES. PREPARE FOR INFILL OF OPENING.	D.06	EXISTING STAIR AND ACCESSORIES TO REMAIN.
								D.08	REMOVE AND DISPOSE OF EXISTING BOLLARD.
				D.09	PATCH/REPAIR AND CLEAN EXISTING FLOOR SLAB TO BE PREPARED FOR REUSE. COORDINATE WITH NEW WORK PLANS.				
				D.10	FIRE HYDRANT TO BE DEMOLISHED AND LINE TO BE CAPPED BELOW FINISH FLOOR. PRIOR TO REMOVAL OF HYDRANT, WATER LINE FEEDING THE HYDRANT SHALL BE REMOVED FROM THE FIRE LOOP.				




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VIREO HEALTH
10700 165TH AVE NW, ELK RIVER, MN 55530
SCHEMATIC DESIGN

Project No.: 24-01818
Date: 04/17/2024
Drawn by: CZ/JJH
Checked by: SG
Revisions:

No.	Date	Description
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DEMOLITION
PLAN

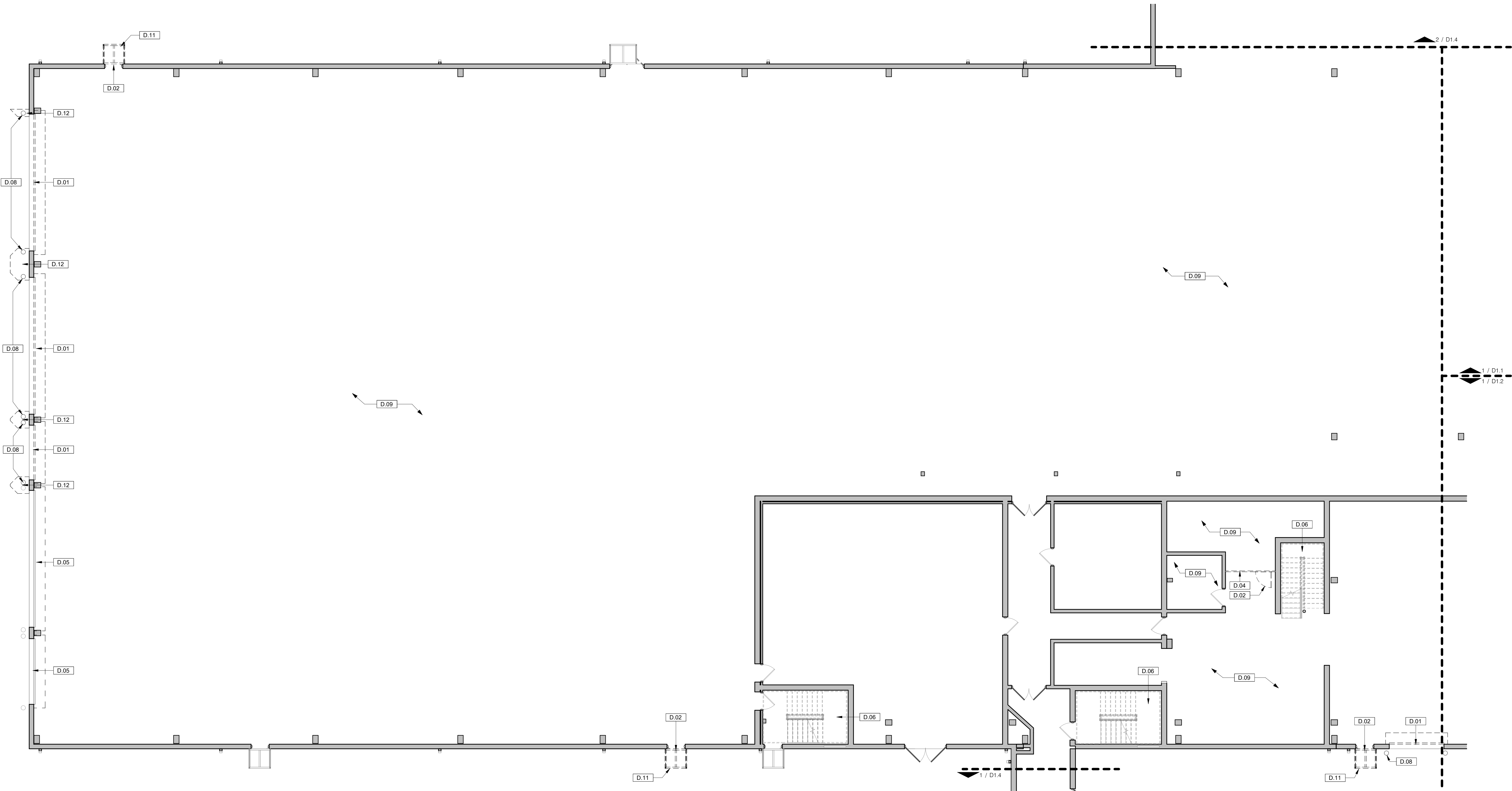
D1.2

WALL LEGEND		GENERAL DEMOLITION NOTES				KEYED CONSTRUCTION NOTES ☐			
	DEMOLISHED	A. ALL DEMOLITION WORK SHALL COMPLY WITH THE REQUIREMENTS OF THE 2013 EDITION OF NFPA 241, STANDARD FOR SAFEGUARDING CONSTRUCTION, ALTERATION, AND DEMOLITION OPERATIONS.	F. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN FIELD PRIOR TO DEMOLITION. DIMENSIONS INDICATED ON DEMOLITION PLAN ARE FOR REFERENCE ONLY.	L. ALL ADJOINING PROPERTY AFFECTED BY ANY OPERATIONS OF DEMOLITION SHALL BE PROTECTED PER ALL APPLICABLE CODES.	P. REFER TO MECHANICAL, PLUMBING, ELECTRICAL, CIVIL, AND STRUCTURAL SHEETS FOR DEMOLITION OF ITEMS RELATED TO EACH DISCIPLINE. ALL EXISTING PENETRATIONS FOR BUILDING SYSTEMS, NOT BEING RE-USED SHALL BE DEMOLISHED AND HOLES INFILLED TO MATCH ADJACENT CONSTRUCTION.	KEYNOTE	DESCRIPTION	KEYNOTE	DESCRIPTION
	EXISTING TO REMAIN	B. CONTRACTOR SHALL COORDINATE SEQUENCE OF DEMOLITION WITH PHASES OF CONSTRUCTION AGREED TO WITH OWNER AND ARCHITECT. COORDINATE ALL DEMOLITION WITH NEW CONSTRUCTION DRAWINGS.	G. CONTRACTOR SHALL COORDINATE EXTENT OF DEMOLITION WITH OTHER DRAWINGS IN THIS SET. NOTIFY ARCHITECT PRIOR TO PROCEEDING WITH DEMOLITION IN CASE OF A CONFLICT.	M. CONTACT ARCHITECT IMMEDIATELY IF DURING THE COURSE OF DEMOLITION, CIRCUMSTANCES ARE ENCOUNTERED IN WHICH THE EXTENT OR INTENT OF DEMOLITION INDICATED IN THE CONTRACT DOCUMENTS IS UNCLEAR. DO NOT PROCEED WITH DEMOLITION IN THESE AREAS IN QUESTION UNTIL CLARIFICATION IS GIVEN BY ARCHITECT.	Q. WHERE EXISTING WALLS ARE PARTIALLY DEMOLISHED, FINISH ENDS OF REMAINING WALLS TO MATCH ADJACENT CONSTRUCTION AND PROVIDE SMOOTH, EVEN SURFACES AT JAMBS OF NEW OPENINGS SHALL BE PROTECTED FROM ALL FORMS OF WEATHER OR WATER.	D.01	REMOVE AND DISPOSE OF OVERHEAD/ROLL-UP DOOR AND ACCESSORIES. PREPARE FOR INFILL OF OPENING. SECURE OPENINGS UNTIL INFILL IS COMPLETE.	D.08	REMOVE AND DISPOSE OF EXISTING BOLLARD.
		C. THE CONTRACTOR SHALL FILE ALL NECESSARY CERTIFICATES OF INSURANCE, PAY ALL FEES, OBTAIN ALL PERMITS AND PROVIDE ANY AND ALL BONDS REQUIRED BY ANY AGENCY IN ORDER TO DO THE WORK HEREIN DESCRIBED.	H. CONTRACTOR SHALL PERFORM ALL OPERATIONS OF DEMOLITION AND REMOVAL INDICATED ON THE DRAWINGS AND AS MAY BE REQUIRED BY THE WORK. ALL WORK SHALL BE DONE CAREFULLY AND NEATLY, IN A SYSTEMATIC MANNER.	N. ALL EXISTING SURFACES AND EQUIPMENT TO REMAIN SHALL BE FULLY PROTECTED FROM DAMAGE. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR DAMAGE AND SHALL MAKE REPAIRS REQUIRED WITHOUT ADDITIONAL COST TO THE OWNER.	O. NO DEBRIS SHALL BE ALLOWED TO ACCUMULATE ON THE SITE. DEBRIS SHALL BE REMOVED BY THE CONTRACTOR AS THE JOB PROCEEDS. THE SITE SHALL BE LEFT BROOM CLEAN AT THE COMPLETION OF THE DEMOLITION.	D.02	REMOVE AND DISPOSE OF DOOR AND ACCESSORIES. PREPARE FOR INFILL OF OPENING.	D.09	PATCH/REPAIR AND CLEAN EXISTING FLOOR SLAB TO BE PREPARED FOR REUSE. COORDINATE WITH NEW WORK PLANS.
		D. NO STRUCTURAL ELEMENTS SHALL BE REMOVED UNLESS PORTIONS AFFECTED ARE ADEQUATELY SUPPORTED BY EITHER TEMPORARY SHORING OR NEW STRUCTURAL ELEMENTS AS REQUIRED TO PROTECT THE STABILITY AND INTEGRITY OF THE EXISTING STRUCTURE.	I. DEMOLITION DRAWINGS AND NOTATIONS ARE GENERAL IN NATURE. PRIOR TO BIDDING THE WORK CONTRACTORS SHOULD PERFORM IN-FIELD VISUAL INSPECTION AND MAKE FIELD MEASUREMENTS TO ASCERTAIN THE EXTENT AND QUANTITY OF WORK TO BE PERFORMED.			D.04	REMOVE AND DISPOSE OF EXISTING ENTIRE WIRE SECURITY MESH SYSTEM AND ACCESSORIES.	D.11	REMOVE AND DISPOSE OF METAL CANOPY AND ATTACHMENTS.
		E. THE CONTRACTOR SHALL PROVIDE ADEQUATE WEATHER PROTECTION FOR THE BUILDING AND ITS CONTENTS DURING THE COURSE OF THE WORK. ALL OPENINGS IN ANY WALL OR ROOF SHALL BE PROTECTED FROM ALL FORMS OF WEATHER OR WATER.	J. THE CONTRACTOR SHALL PROVIDE, ERECT AND MAINTAIN ALL TEMPORARY BARRIER AND GUARDS, AND ALL TEMPORARY SHORING AND BRACING AS REQUIRED BY ALL APPLICABLE CODES.			D.05	EXISTING OVERHEAD/ROLL-UP DOOR TO REMAIN.	D.12	REMOVE BOLLARD CURB.
						D.06	EXISTING STAIR AND ACCESSORIES TO REMAIN.		

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1 FLOOR PLAN
D1.3 SCALE: 1/8" = 1'-0"

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VIREO HEALTH - CULTIVATION

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SCHEMATIC DESIGN

Project No.: 24-01818
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DEMOLITION
PLAN

D1.3

WALL LEGEND	
	DEMOLISHED
	EXISTING TO REMAIN

- A. ALL DEMOLITION WORK SHALL COMPLY WITH THE REQUIREMENTS OF THE 2013 EDITION OF NFPA 241, STANDARD FOR SAFEGUARDING CONSTRUCTION, ALTERATION, AND DEMOLITION OPERATIONS.

B. CONTRACTOR SHALL COORDINATE SEQUENCE OF DEMOLITION WITH PHASES OF CONSTRUCTION AGREED TO WITH OWNER AND ARCHITECT. COORDINATE ALL DEMOLITION WITH NEW CONSTRUCTION DRAWINGS.

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D. NO STRUCTURAL ELEMENTS SHALL BE REMOVED UNLESS PORTIONS AFFECTED ARE ADEQUATELY SUPPORTED BY EITHER TEMPORARY SHORING OR NEW STRUCTURAL ELEMENTS AS REQUIRED TO PROTECT THE STABILITY AND INTEGRITY OF THE EXISTING STRUCTURE.

E. THE CONTRACTOR SHALL PROVIDE ADEQUATE WEATHER PROTECTION FOR THE BUILDING AND ITS CONTENTS DURING THE COURSE OF THE WORK. ALL OPENINGS IN ANY WALL OR ROOF SHALL BE PROTECTED FROM ALL FORMS OF WEATHER OR WATER.
- F. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN FIELD PRIOR TO DEMOLITION. DIMENSIONS INDICATED ON DEMOLITION PLAN ARE FOR REFERENCE ONLY.

G. CONTRACTOR SHALL COORDINATE EXTENT OF DEMOLITION WITH OTHER DRAWINGS IN THIS SET. NOTIFY ARCHITECT PRIOR TO PROCEEDING WITH DEMOLITION IN CASE OF A CONFLICT.

H. CONTRACTOR SHALL PERFORM ALL OPERATIONS OF DEMOLITION AND REMOVAL INDICATED ON THE DRAWINGS AND AS MAY BE REQUIRED BY THE WORK. ALL WORK SHALL BE DONE CAREFULLY AND NEATLY, IN A SYSTEMATIC MANNER.

I. DEMOLITION DRAWINGS AND NOTATIONS ARE GENERAL IN NATURE. PRIOR TO BIDDING THE WORK CONTRACTORS SHOULD PERFORM IN-FIELD VISUAL INSPECTION AND MAKE FIELD MEASUREMENTS TO ASCERTAIN THE EXTENT AND QUANTITY OF WORK TO BE PERFORMED.

J. THE CONTRACTOR SHALL PROVIDE, ERECT AND MAINTAIN ALL TEMPORARY BARRIER AND GUARDS, AND ALL TEMPORARY SHORING AND BRACING AS REQUIRED BY ALL APPLICABLE CODES.
- L. ALL ADJOINING PROPERTY AFFECTED BY ANY OPERATIONS OF DEMOLITION SHALL BE PROTECTED PER ALL APPLICABLE CODES.

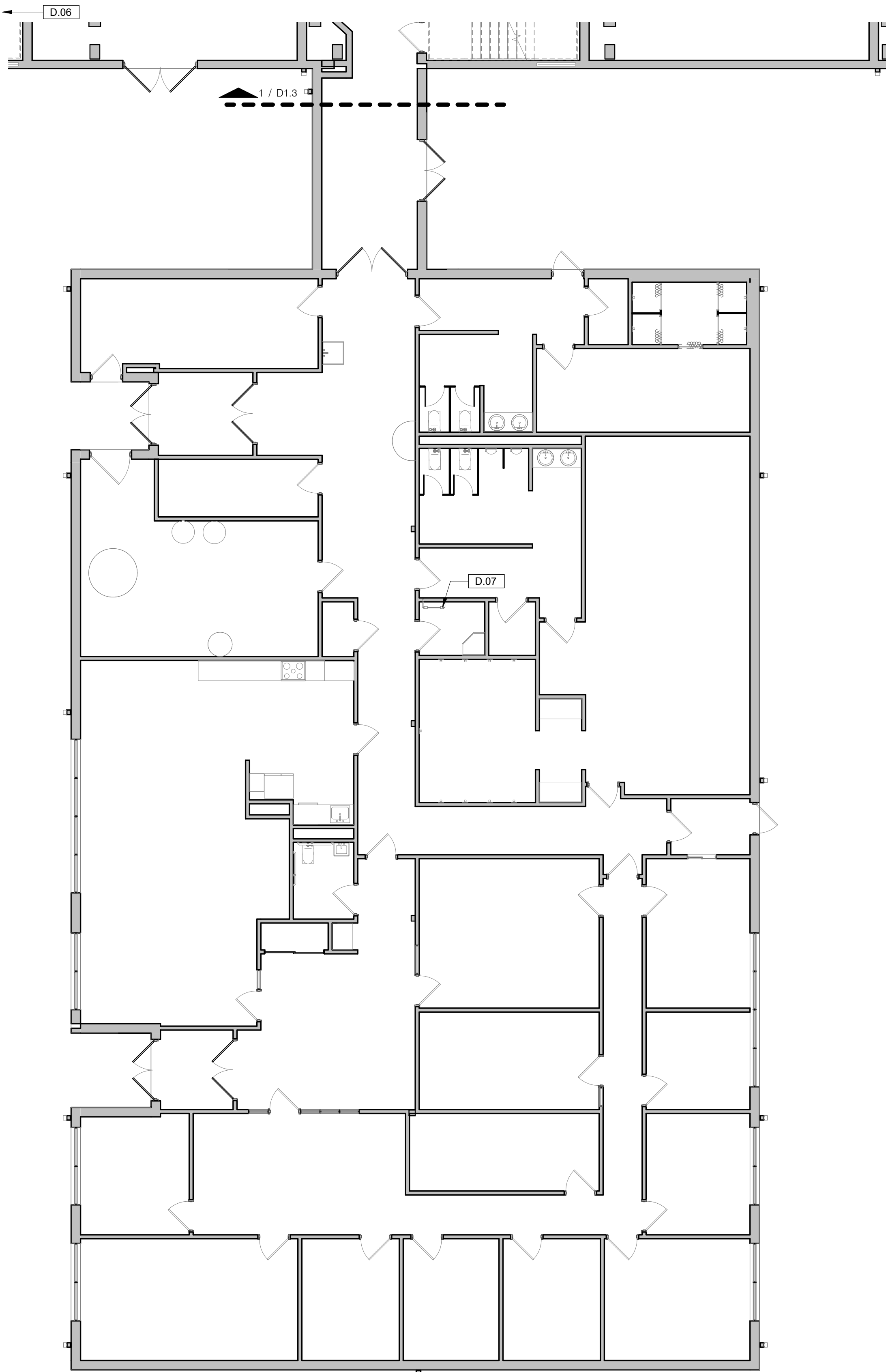
M. CONTACT ARCHITECT IMMEDIATELY IF DURING THE COURSE OF DEMOLITION, CIRCUMSTANCES ARE ENCOUNTERED IN WHICH THE EXTENT OR INTENT OF DEMOLITION INDICATED IN THE CONTRACT DOCUMENTS IS UNCLEAR. DO NOT PROCEED WITH DEMOLITION IN THESE AREAS IN QUESTION UNTIL CLARIFICATION IS GIVEN BY ARCHITECT.

N. ALL EXISTING SURFACES AND EQUIPMENT TO REMAIN SHALL BE FULLY PROTECTED FROM DAMAGE. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR DAMAGE AND SHALL MAKE REPAIRS REQUIRED WITHOUT ADDITIONAL COST TO THE OWNER.

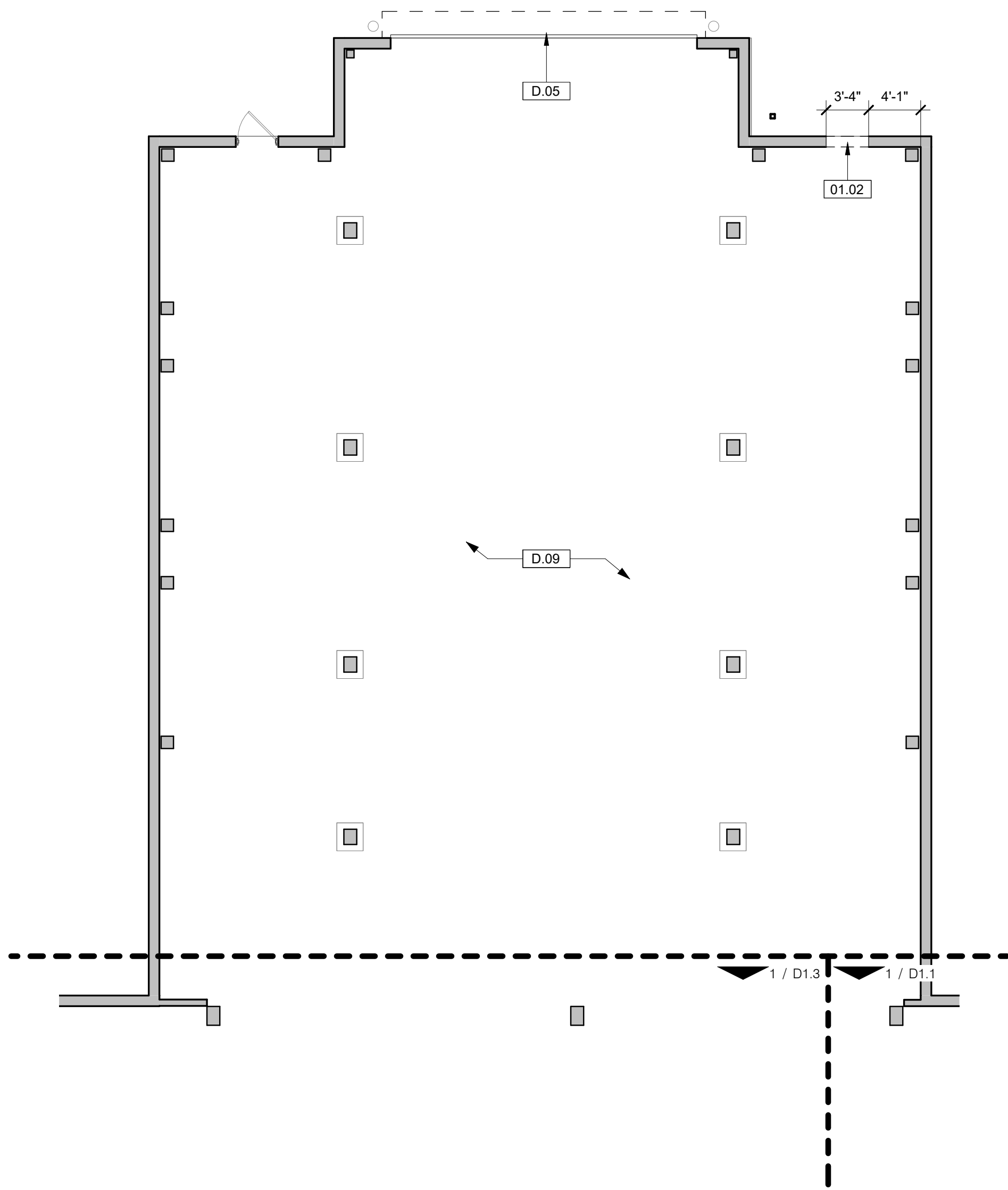
O. NO DEBRIS SHALL BE ALLOWED TO ACCUMULATE ON THE SITE. DEBRIS SHALL BE REMOVED BY THE CONTRACTOR AS THE JOB PROCEEDS. THE SITE SHALL BE LEFT BROOM CLEAN AT THE COMPLETION OF THE DEMOLITION.
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Q. WHERE EXISTING WALLS ARE PARTIALLY DEMOLISHED, FINISH ENDS OF REMAINING WALLS TO MATCH ADJACENT CONSTRUCTION AND PROVIDE SMOOTH, EVEN SURFACES AT JAMBS OF NEW OPENINGS SHALL BE PROTECTED FROM ALL FORMS OF WEATHER OR WATER.

KEYED CONSTRUCTION NOTES	
KEYNOTE	DESCRIPTION
01.02	PROVIDE ALIGNED INFILL WALL CONSTRUCTION TO MATCH EXISTING ASSEMBLY AND WALL WIDTH. WHERE CMU CONDITIONS OCCUR, FILL EMPTY CELLS WITH PERLITE INSULATION.
D.05	EXISTING OVERHEAD/ROLL-UP DOOR TO REMAIN.
D.06	EXISTING STAIR AND ACCESSORIES TO REMAIN.
D.07	EXISTING ACCESS LADDER AND HATCH TO REMAIN.
D.09	PATCH/REPAIR AND CLEAN EXISTING FLOOR SLAB TO BE PREPARED FOR REUSE. COORDINATE WITH NEW WORK PLANS.



1 FLOOR PLAN
D1.4 SCALE: 1/8" = 1'-0"



2 FLOOR PLAN
D1.4 SCALE: 1/8" = 1'-0"

WALL LEGEND	
	DEMOLISHED
	EXISTING TO REMAIN

- GENERAL DEMOLITION NOTES**
- A. ALL DEMOLITION WORK SHALL COMPLY WITH THE REQUIREMENTS OF THE 2013 EDITION OF NFPA 241, STANDARD FOR SAFEGUARDING CONSTRUCTION, ALTERATION, AND DEMOLITION OPERATIONS.

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G. CONTRACTOR SHALL COORDINATE EXTENT OF DEMOLITION WITH OTHER DRAWINGS IN THIS SET. NOTIFY ARCHITECT PRIOR TO PROCEEDING WITH DEMOLITION IN CASE OF A CONFLICT.

H. CONTRACTOR SHALL PERFORM ALL OPERATIONS OF DEMOLITION AND REMOVAL INDICATED ON THE DRAWINGS AND AS MAY BE REQUIRED BY THE WORK. ALL WORK SHALL BE DONE CAREFULLY AND NEATLY, IN A SYSTEMATIC MANNER.

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J. THE CONTRACTOR SHALL PROVIDE, ERECT AND MAINTAIN ALL TEMPORARY BARRIER AND GUARDS, AND ALL TEMPORARY SHORING AND BRACING AS REQUIRED BY ALL APPLICABLE CODES.

L. ALL ADJOINING PROPERTY AFFECTED BY ANY OPERATIONS OF DEMOLITION SHALL BE PROTECTED PER ALL APPLICABLE CODES.

M. CONTACT ARCHITECT IMMEDIATELY IF DURING THE COURSE OF DEMOLITION, CIRCUMSTANCES ARE ENCOUNTERED IN WHICH THE EXTENT OR INTENT OF DEMOLITION INDICATED IN THE CONTRACT DOCUMENTS IS UNCLEAR. DO NOT PROCEED WITH DEMOLITION IN THESE AREAS IN QUESTION UNTIL CLARIFICATION IS GIVEN BY ARCHITECT.

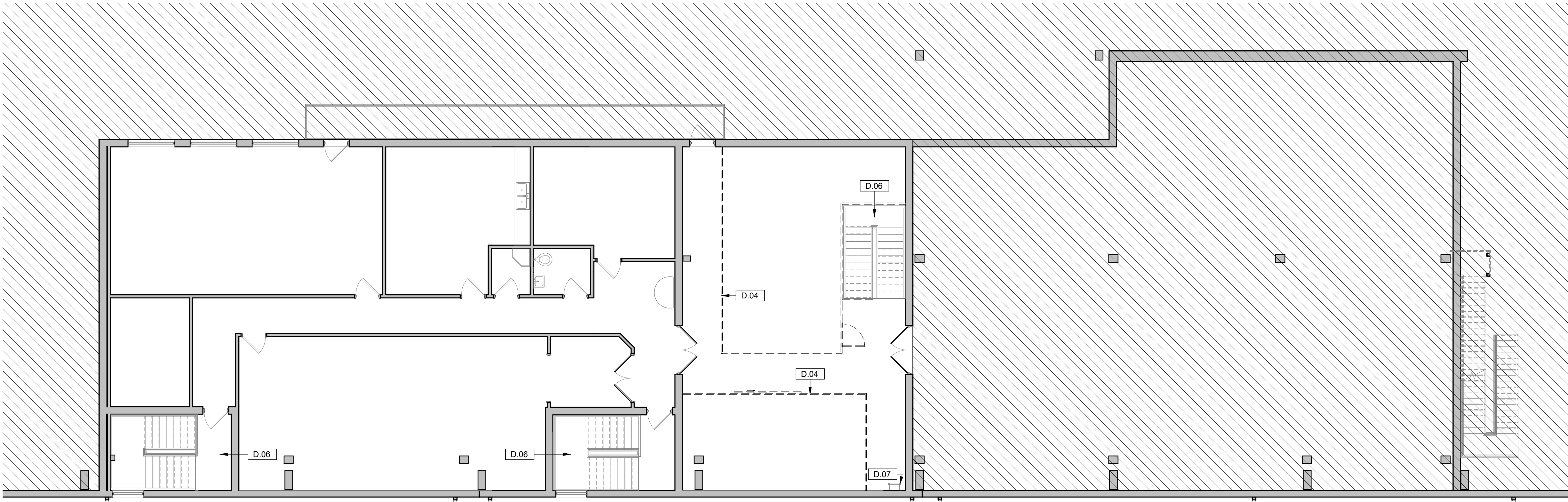
N. ALL EXISTING SURFACES AND EQUIPMENT TO REMAIN SHALL BE FULLY PROTECTED FROM DAMAGE. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR DAMAGE AND SHALL MAKE REPAIRS REQUIRED WITHOUT ADDITIONAL COST TO THE OWNER.

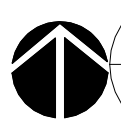
O. NO DEBRIS SHALL BE ALLOWED TO ACCUMULATE ON THE SITE. DEBRIS SHALL BE REMOVED BY THE CONTRACTOR AS THE JOB PROCEEDS. THE SITE SHALL BE LEFT BROOM CLEAN AT THE COMPLETION OF THE DEMOLITION.

P. REFER TO MECHANICAL, PLUMBING, ELECTRICAL, CIVIL, AND STRUCTURAL SHEETS FOR DEMOLITION OF ITEMS RELATED TO EACH DISCIPLINE. **ALL EXISTING PENETRATIONS FOR BUILDING SYSTEMS, NOT BEING RE-USED SHALL BE DEMOLISHED AND HOLES INFILLED TO MATCH ADJACENT CONSTRUCTION.**

Q. WHERE EXISTING WALLS ARE PARTIALLY DEMOLISHED, FINISH ENDS OF REMAINING WALLS TO MATCH ADJACENT CONSTRUCTION AND PROVIDE SMOOTH, EVEN SURFACES AT JAMBS OF NEW OPENINGS SHALL BE PROTECTED FROM ALL FORMS OF WEATHER OR WATER.

KEYED CONSTRUCTION NOTES	
KEYNOTE	DESCRIPTION
D.04	REMOVE AND DISPOSE OF EXISTING ENTIRE WIRE SECURITY MESH SYSTEM AND ACCESSORIES.
D.06	EXISTING STAIR AND ACCESSORIES TO REMAIN.
D.07	EXISTING ACCESS LADDER AND HATCH TO REMAIN.



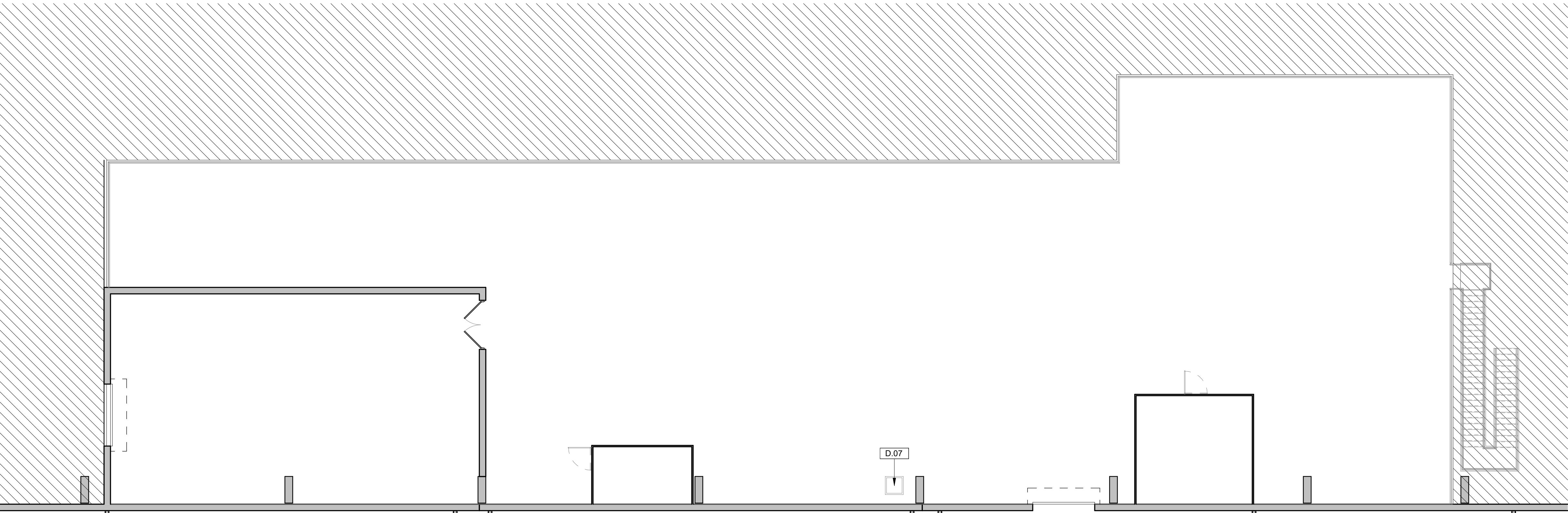


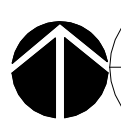
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D1.5

DEMOLITION PLAN - SECOND FLOOR

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





2

D1.5

DEMOLITION PLAN - THIRD FLOOR

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

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Revisions:	

No.	Date	Description
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DEMOLITION PLAN - MEZZANINE & EQUIPMENT PLATFORM

D1.5

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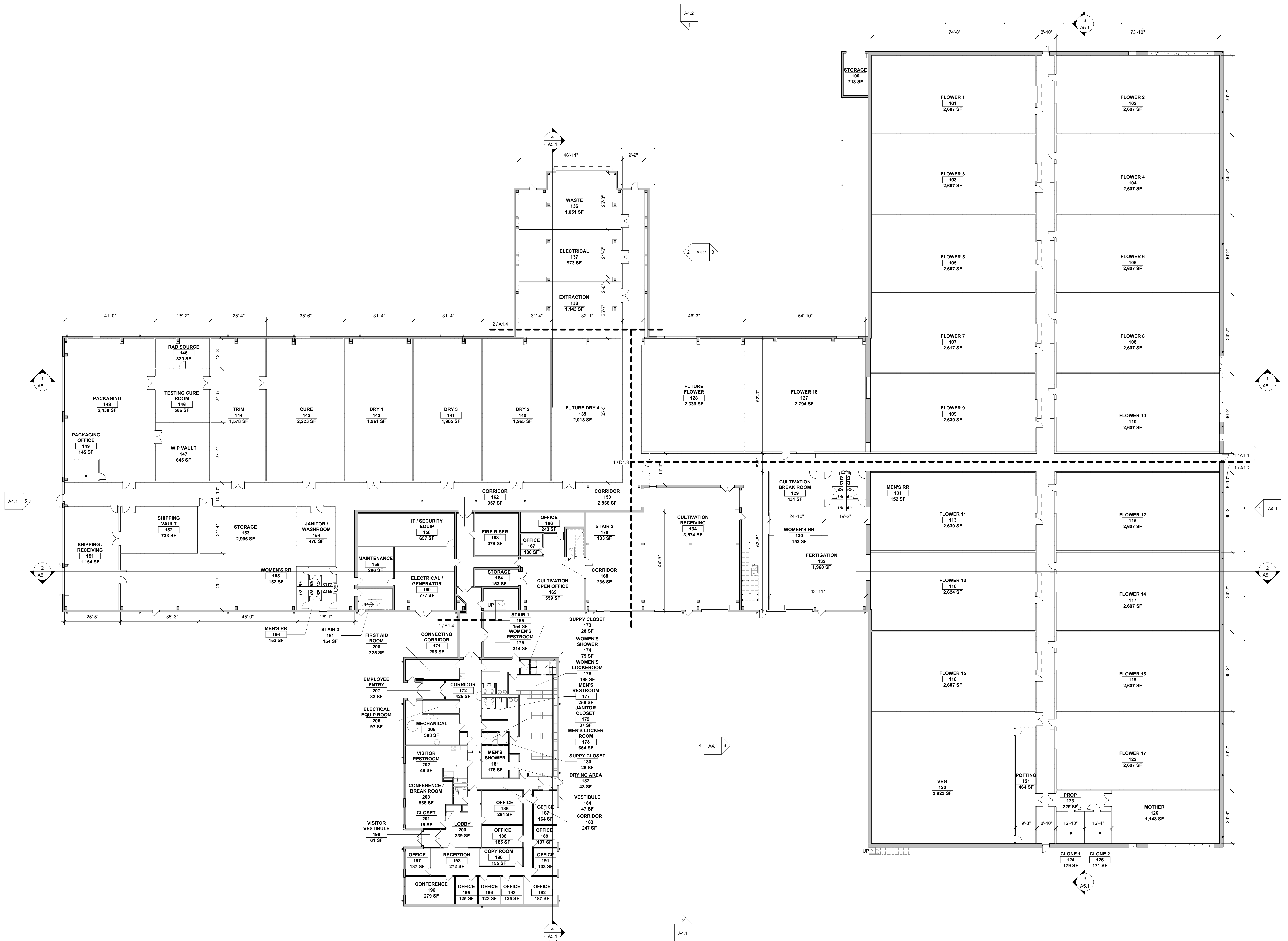
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No.: 24-01818
04/17/2024
by: CZJ/JH
d by: SG
ns:

Date	Description
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ERALL FLOOR PLAN

A0.1



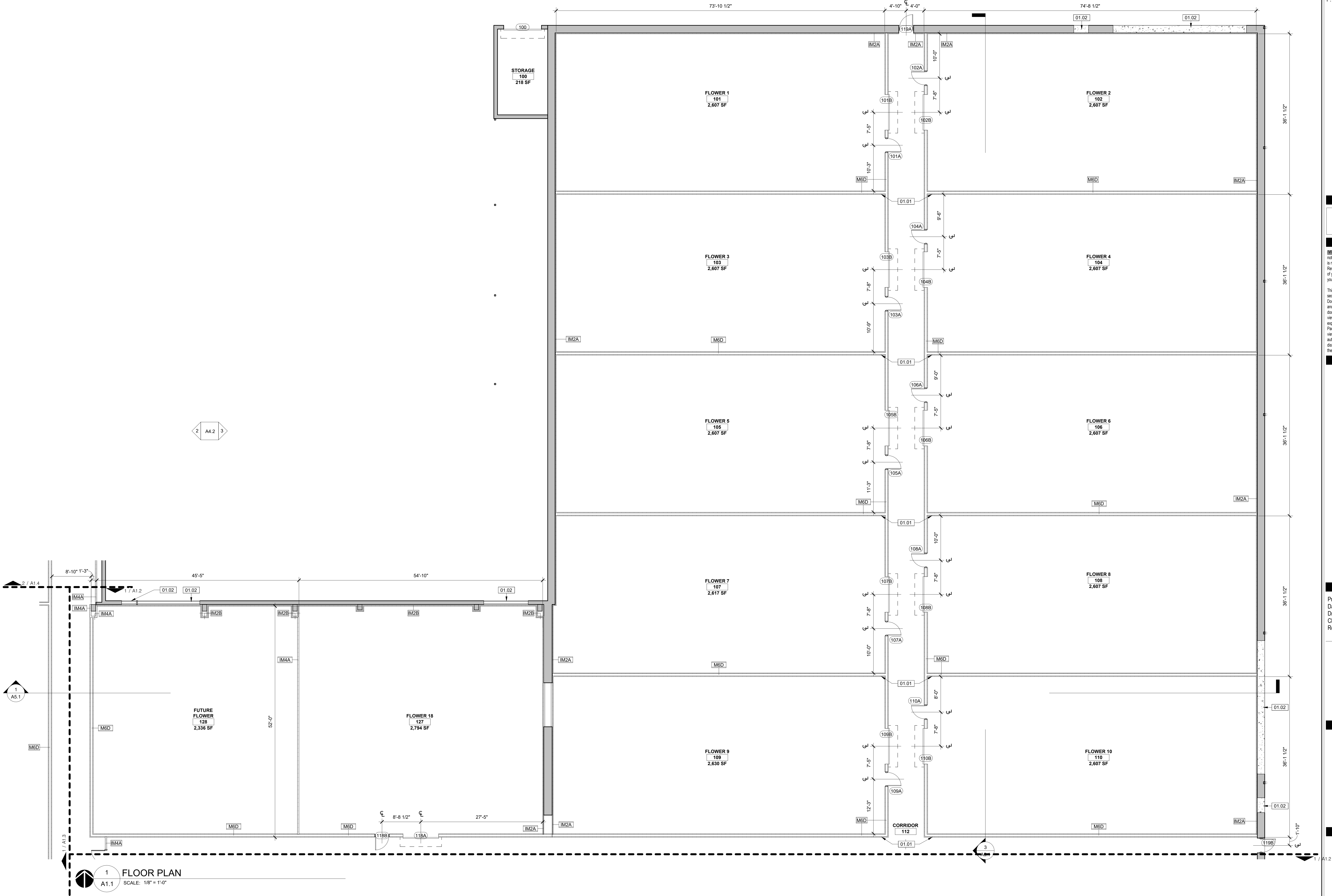
OVERALL FLOOR PLAN

SCALE: 1/16" = 1'-0"

1. DIMENSIONS TO NEW CONSTRUCTION ARE MEASURED FROM FACE OF STUD OR FACE OF MASONRY. TYPE (U.N.O.) DIMENSIONS TO EXISTING ELEMENTS ARE MEASURED FROM FINISH. TYPE (U.N.O.) DIMENSIONS TO EXISTING ELEMENTS ARE MEASURED FROM FINISH.
2. REFER TO FINISH PLAN FOR FREE STANDING FURNISHINGS. (I.N.C.) REFER TO CULTIVATION DRAWINGS FOR EQUIPMENT LAYOUT AND INFORMATION.
3. REFER TO SHEET AS.1 FOR BUILDING SECTIONS.
4. REFER TO LIFE SAFETY PLANS FOR LOCATIONS OF FIRE AND SMOKE WALLS AND COMPARTMENTATION LOCATIONS AND FOR CONSTRUCTION INFORMATION RELATED TO SMOKE WALLS.
5. REFER TO DEMOLITION PLANS FOR ADDITIONAL FRAMING INFORMATION.
6. DOORS TO BE FRAMED AT 4" FROM INTERIOR CORNER. U.N.O.
7. UNTAGGED INTERIOR WALLS ARE EXISTING. U.N.O.
8. CONSTRUCT ALL INFILL AT EXTERIOR WALLS WITH CONTINUOUS VAPOR BARRIER AND INSULATION ALIGNED WITH ADJACENT ENCLOSURE.

9. WHERE OPENINGS ARE CUT IN EXISTING MASONRY WALLS, SAWTOOTH NEW MASONRY AT EDGES AND PROVIDE SMOOTH, CLEAN WALL TERMINATIONS. WHERE WALL INCLUDES CMU, USE SALVAGED CMU AT TERMINATIONS.
10. ALIGN COURSING AND MATCH FINISH AT INFILL OF EXISTING MASONRY WALLS. SAWTOOTH JAMBS TO PROVIDE A SEAMLESS FINISH.

KEYNOTE	DESCRIPTION
01.01	ALIGN
01.02	PROVIDE ALIGNED INFILL WALL CONSTRUCTION TO MATCH EXISTING ASSEMBLY AND WALL WIDTH. WHERE CMU CONDITIONS OCCUR, FILL EMPTY CELLS WITH PERLITE INSULATION.



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VIREO HEALTH - CULTIVATION

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SCHEMATIC DESIGN

Project No.: 24-01818
Date: 04/17/2024
Drawn by: CZJ/JH
Checked by: SG
Revisions:

No.	Date	Description
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FLOOR PLAN

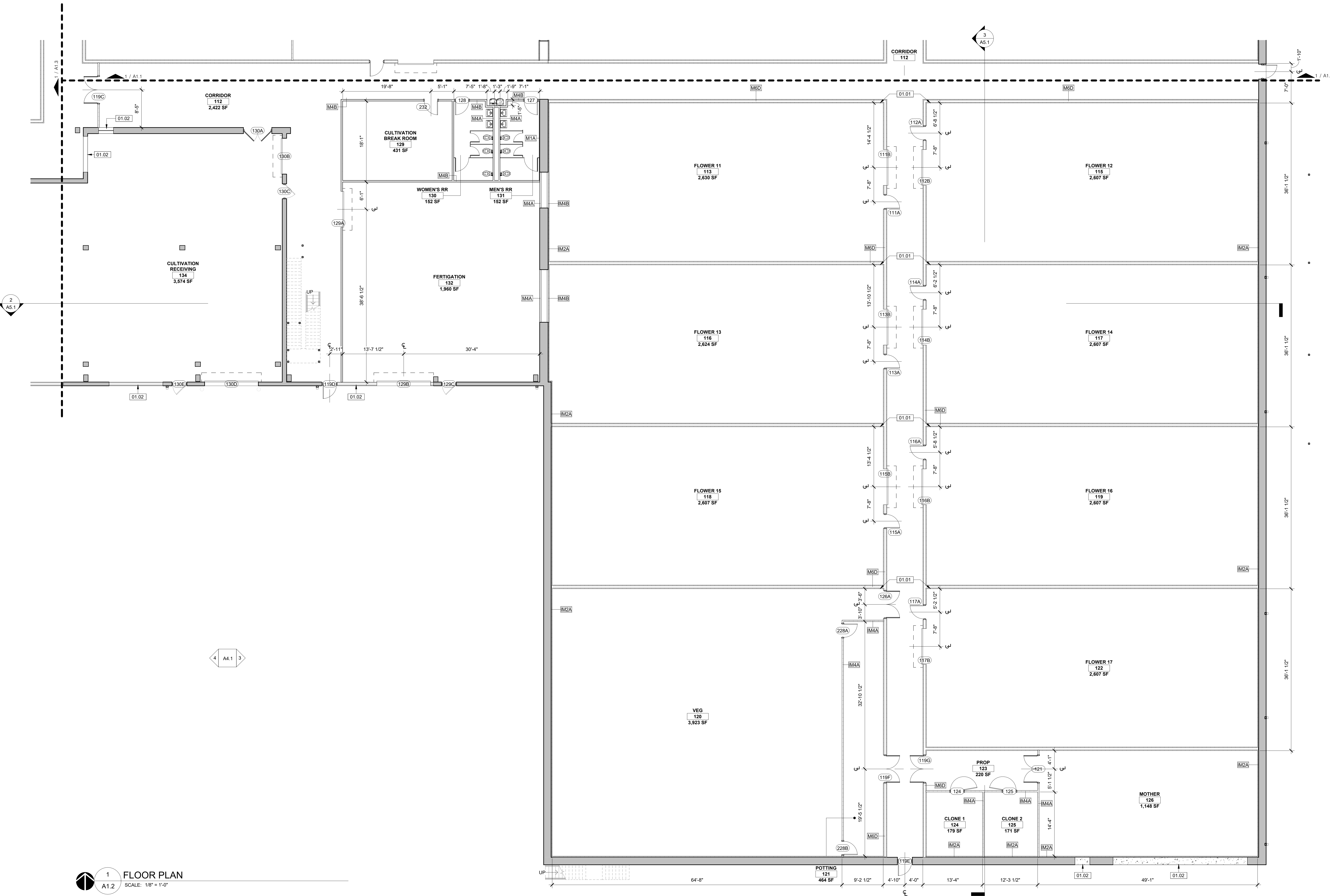
A1.1

GENERAL CONSTRUCTION NOTES

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- ALIGN COURSING AND MATCH FINISH AT INFILL OF EXISTING MASONRY WALLS. SAWTOOTH JAMBS TO PROVIDE A SEAMLESS FINISH.

KEYED CONSTRUCTION NOTES

KEYNOTE	DESCRIPTION
01.01	ALIGN
01.02	PROVIDE ALIGNED INFILL WALL. CONSTRUCTION TO MATCH EXISTING ASSEMBLY AND WALL WIDTH. WHERE CMU CONDITIONS OCCUR, FILL EMPTY CELLS WITH PERLITE INSULATION.



1 FLOOR PLAN
A1.2 SCALE: 1/8" = 1'-0"

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VIREO HEALTH - CULTIVATION
VIREO HEALTH
10700 165TH AVE NW, ELK RIVER, MN 55530
SCHEMATIC DESIGN

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FLOOR PLAN

A1.2

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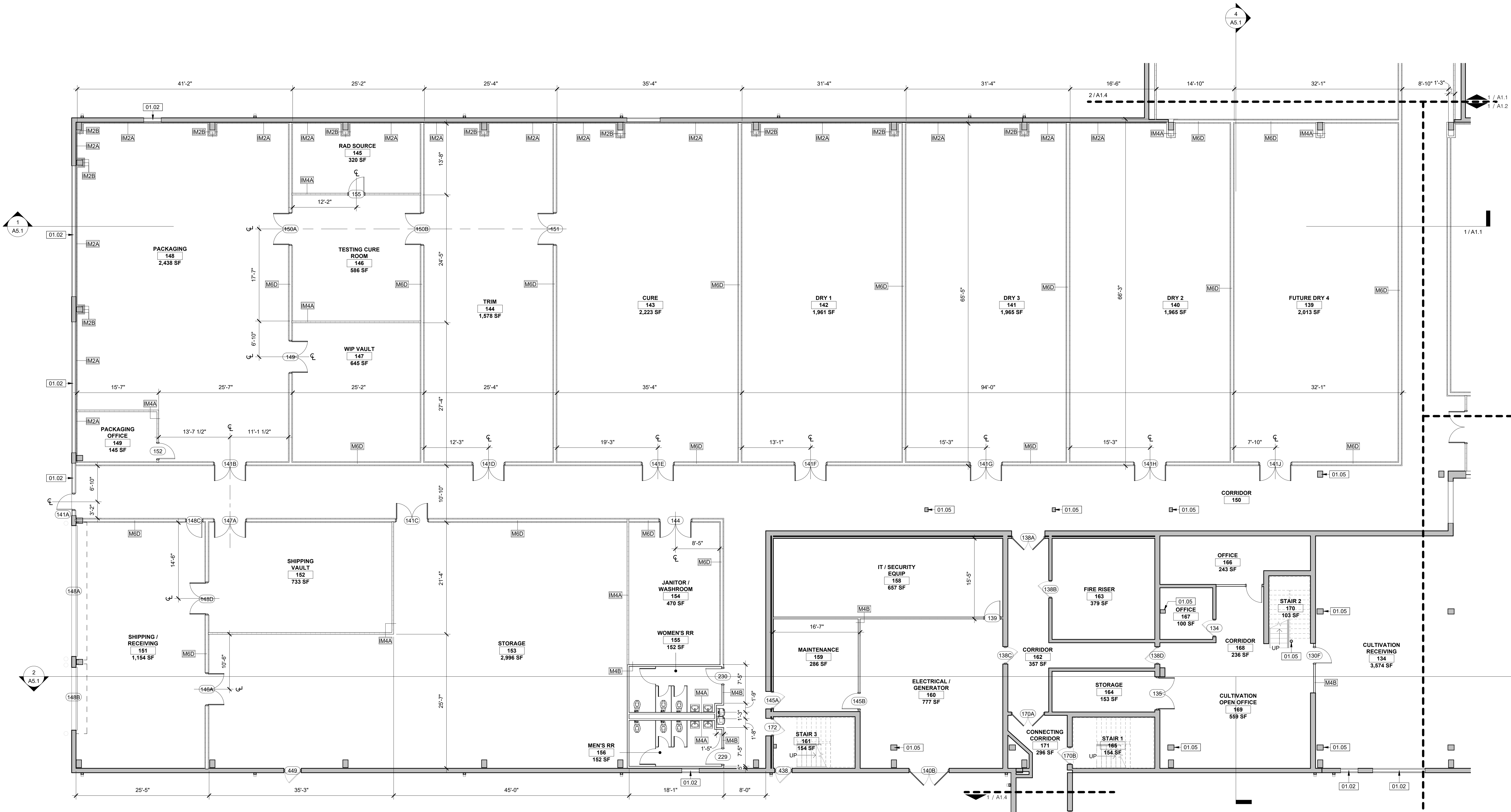
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KEYNOTE	DESCRIPTION
01.02	PROVIDE ALIGNED INFILL WALL CONSTRUCTION TO MATCH EXISTING ASSEMBLY AND WALL WIDTH. WHERE CMU CONDITIONS OCCUR, FILL EMPTY CELLS WITH PERLITE INSULATION.
01.05	EXISTING STRUCTURAL COLUMN.



1 FLOOR PLAN
A1.3 SCALE: 1/8" = 1'-0"

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VIREO HEALTH - CULTIVATION

VIREO HEALTH
10700 165TH AVE NW, ELK RIVER, MN 55530

SCHEMATIC DESIGN

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FLOOR PLAN

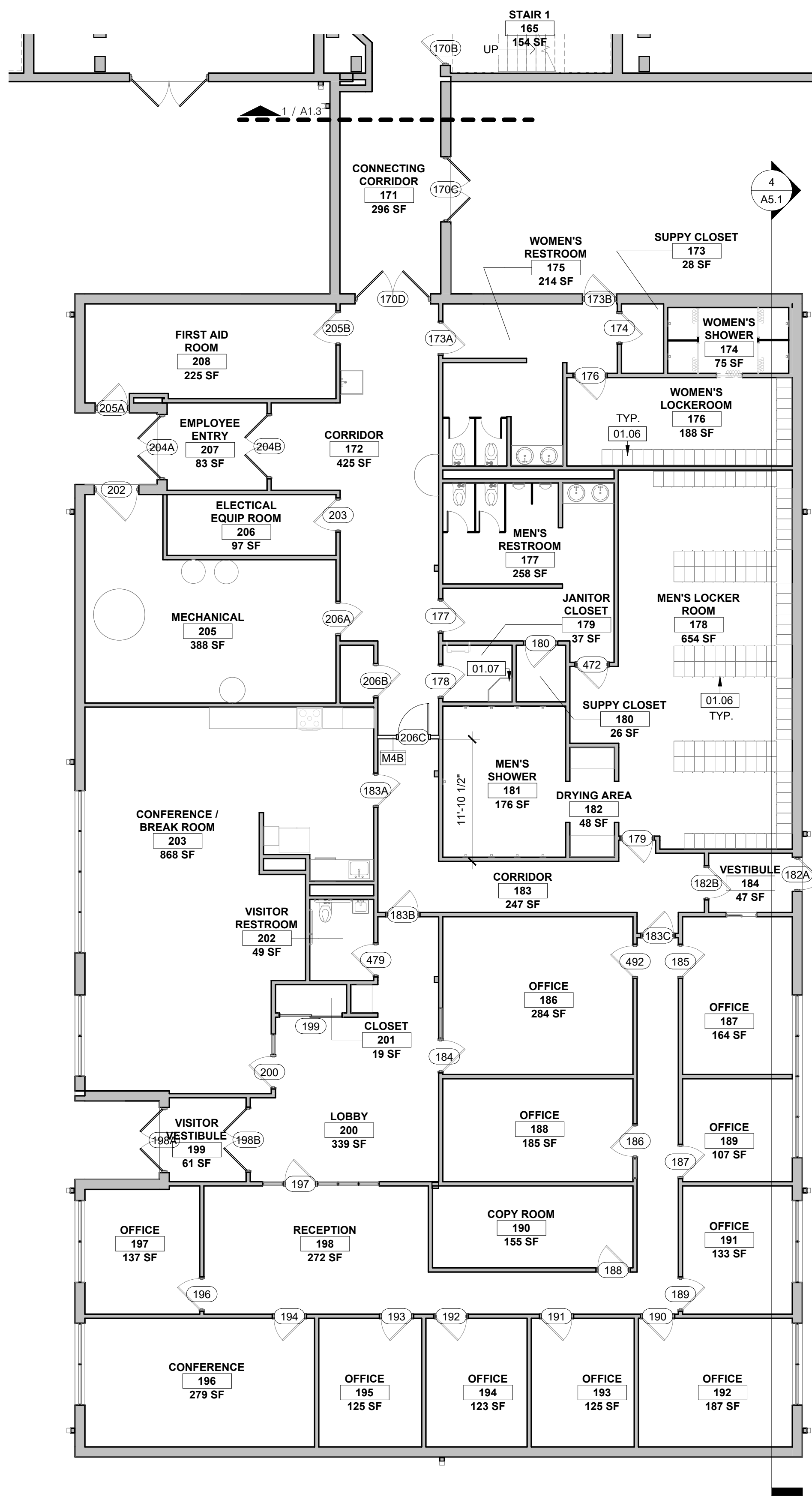
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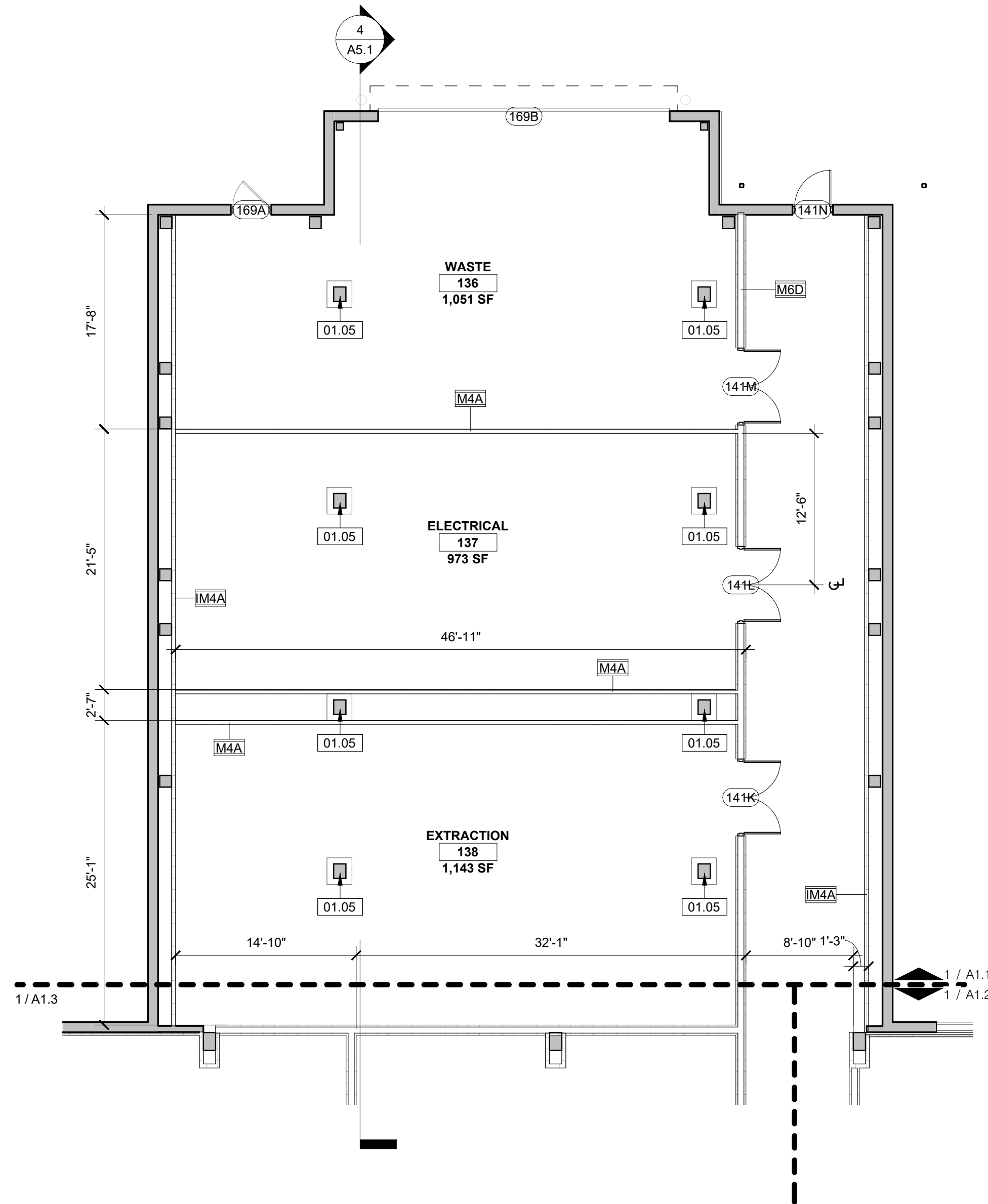
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KEYED CONSTRUCTION NOTES

KEYNOTE	DESCRIPTION
01.05	EXISTING STRUCTURAL COLUMN.
01.06	EXISTING LOCKERS.
01.07	EXISTING MOP SINK.

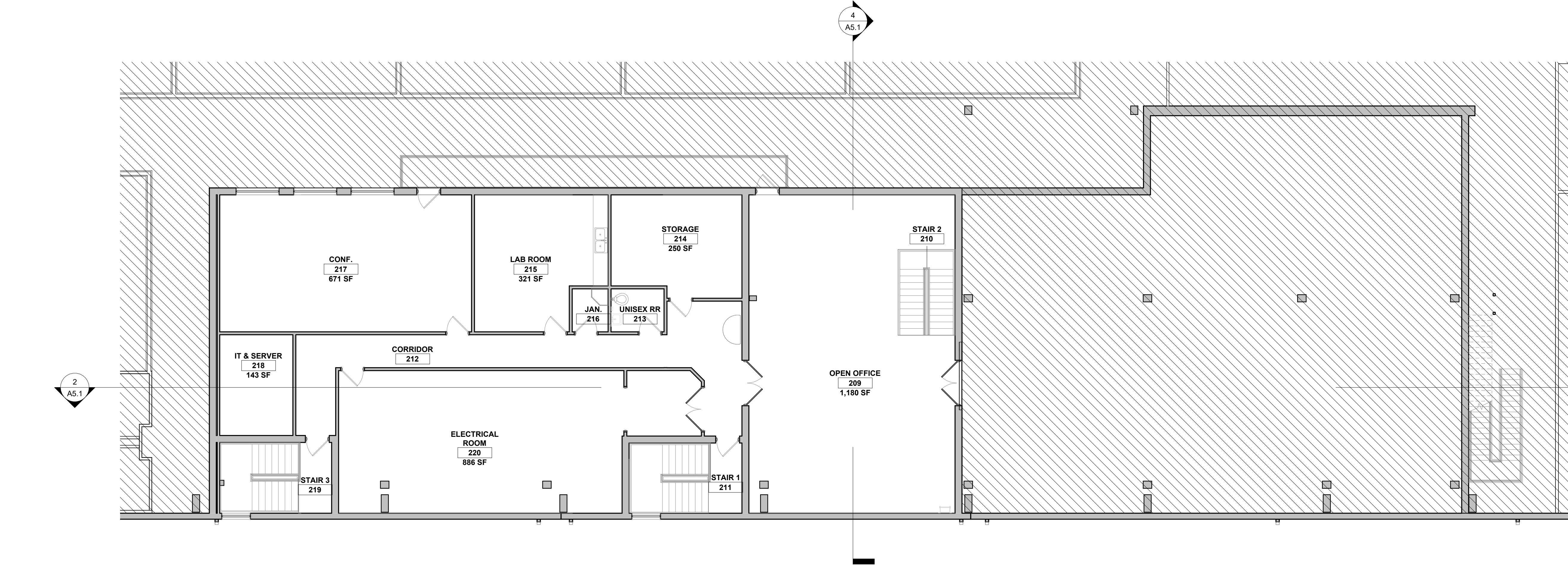


1 FLOOR PLAN
SCALE: 1/8" = 1'-0"

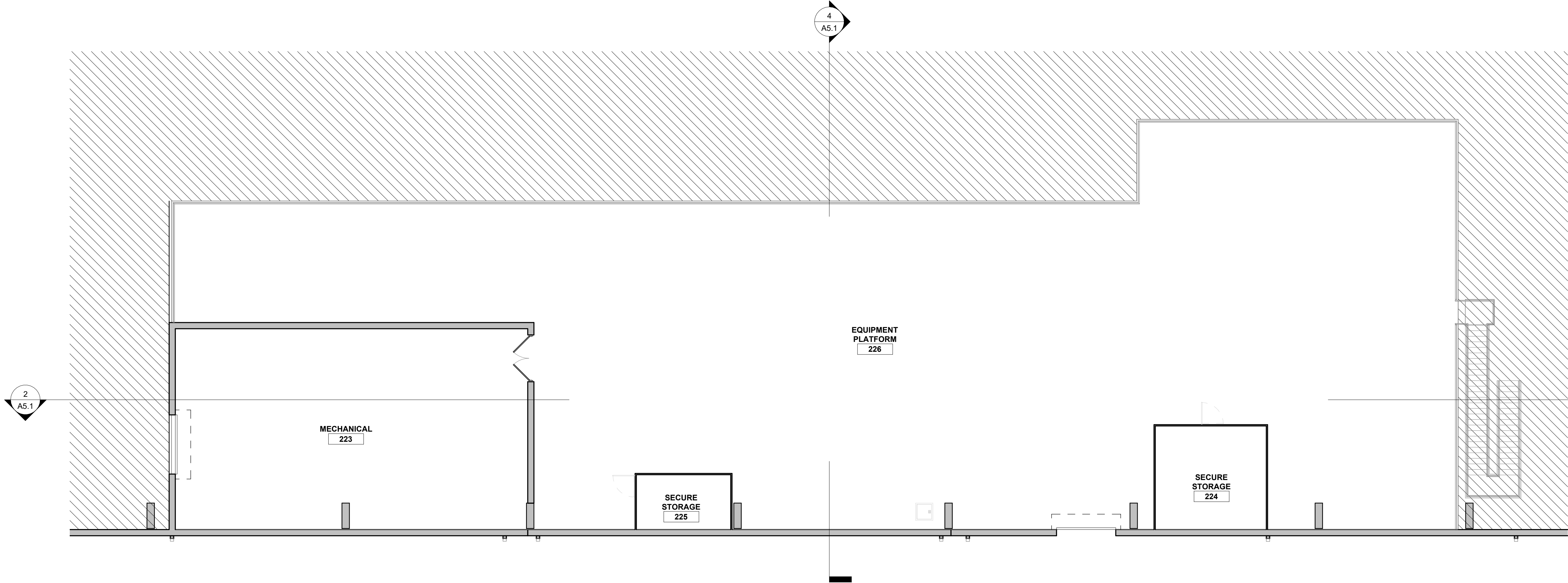


2 FLOOR PLAN
SCALE: 1/8" = 1'-0"

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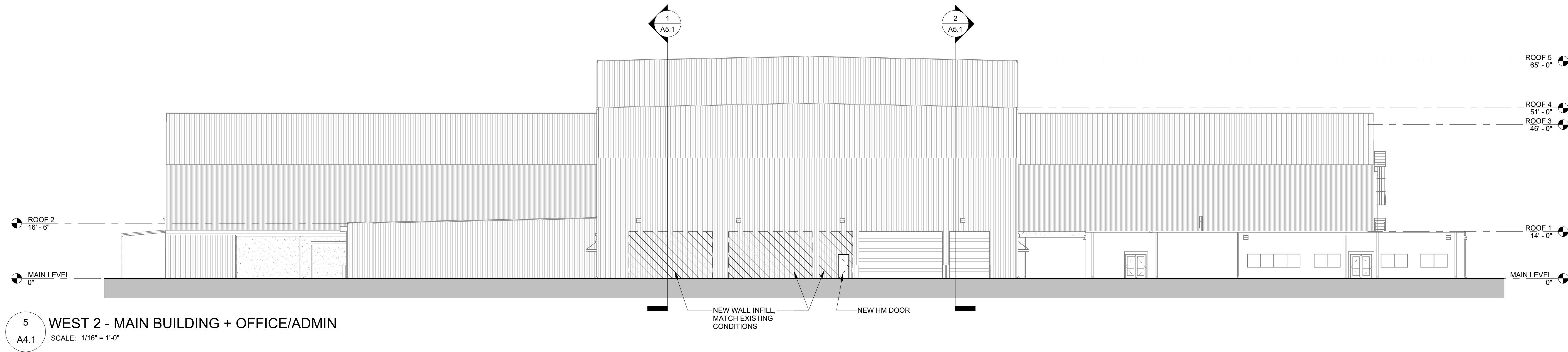
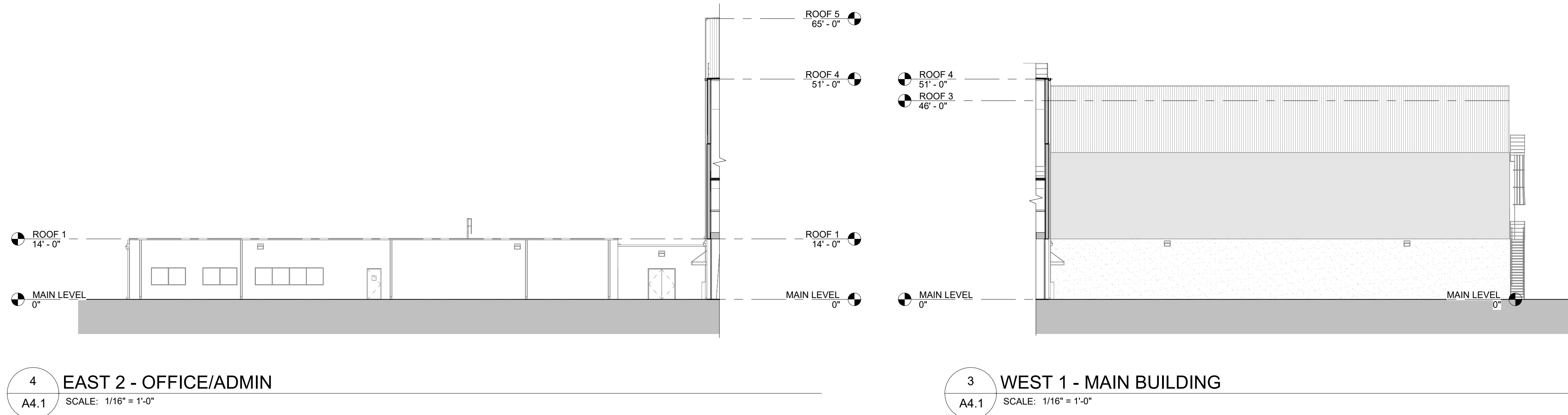
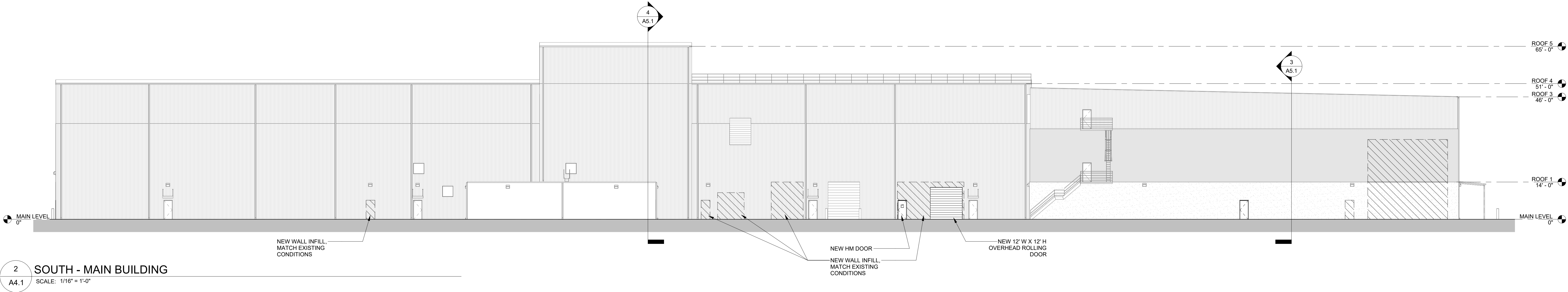
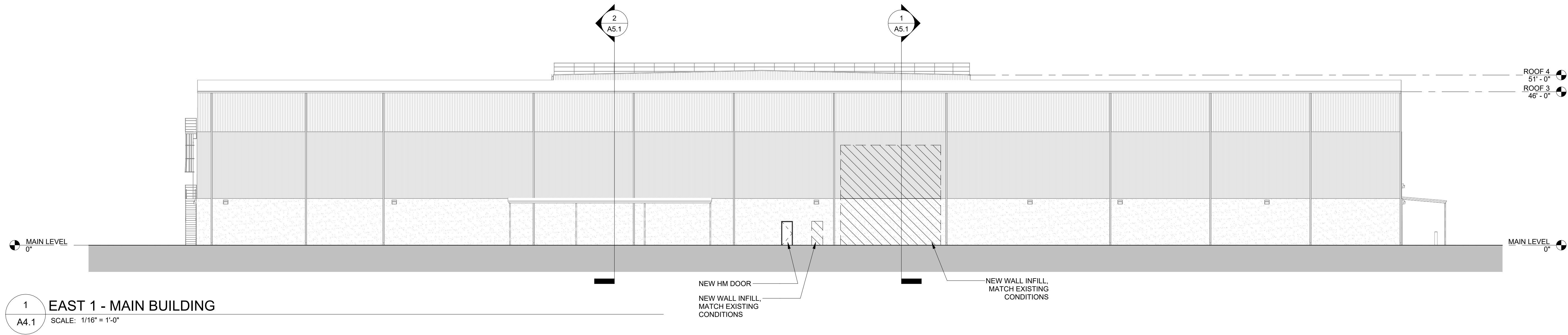
1 FLOOR PLAN - MEZZANINE
SCALE: 1/8" = 1'-0"



2 FLOOR PLAN - EQUIPMENT PLATFORM
SCALE: 1/8" = 1'-0"

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VIREO HEALTH
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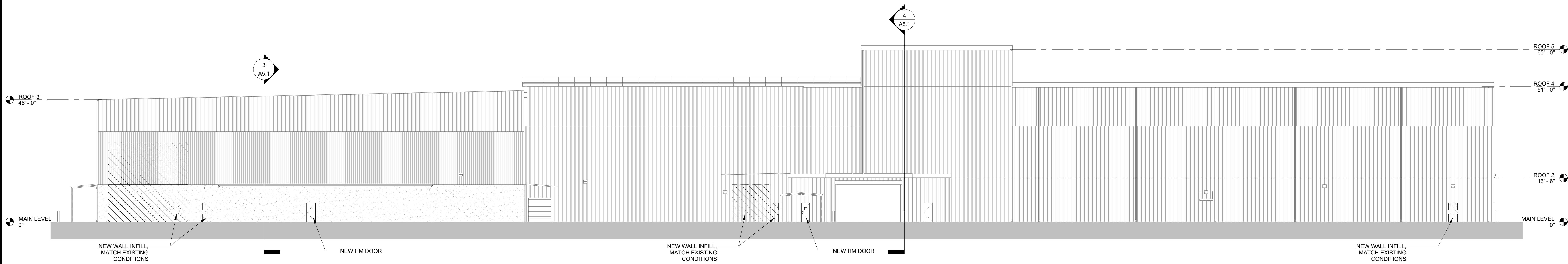
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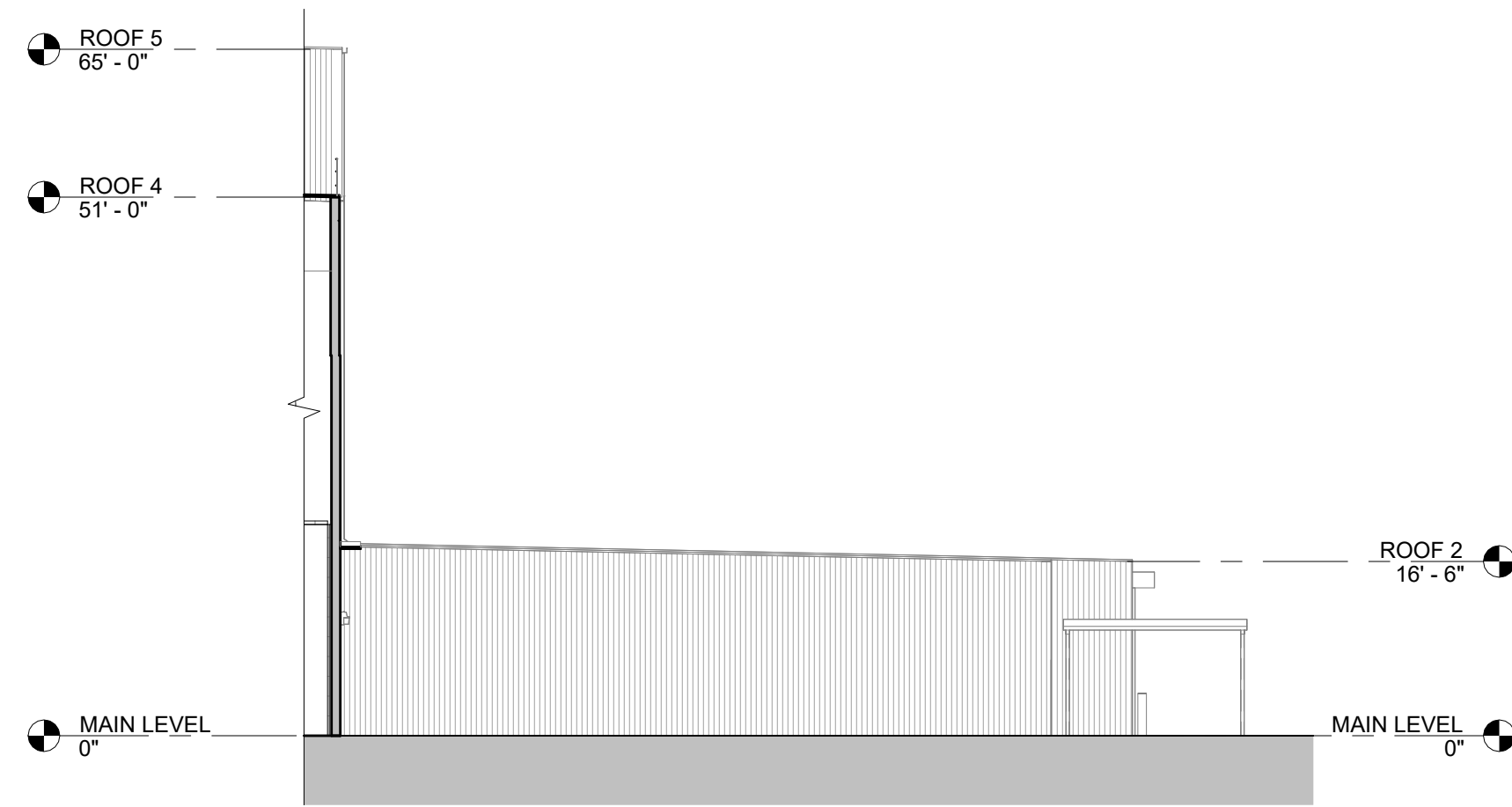
EXTERIOR ELEVATIONS

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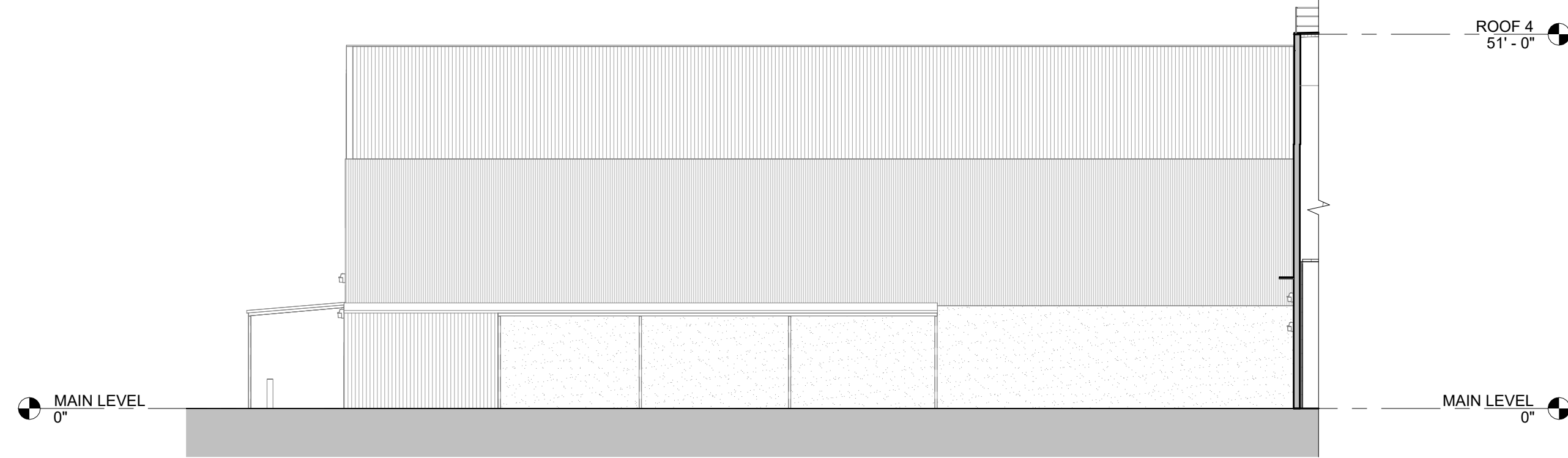
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1 NORTH - MAIN BUILDING
A4.2 SCALE: 1/16" = 1'-0"



2 EAST 3 - MAIN BUILDING
A4.2 SCALE: 1/16" = 1'-0"



3 WEST 3 - MAIN BUILDING
A4.2 SCALE: 1/16" = 1'-0"

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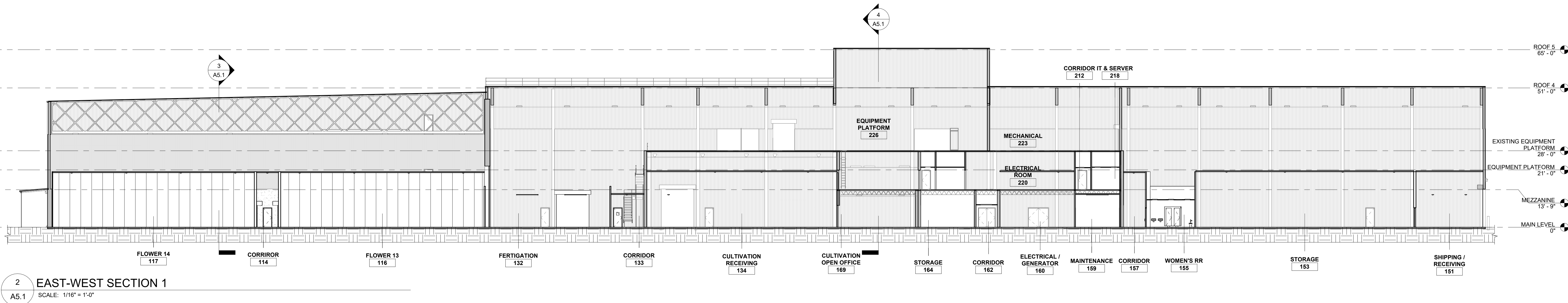
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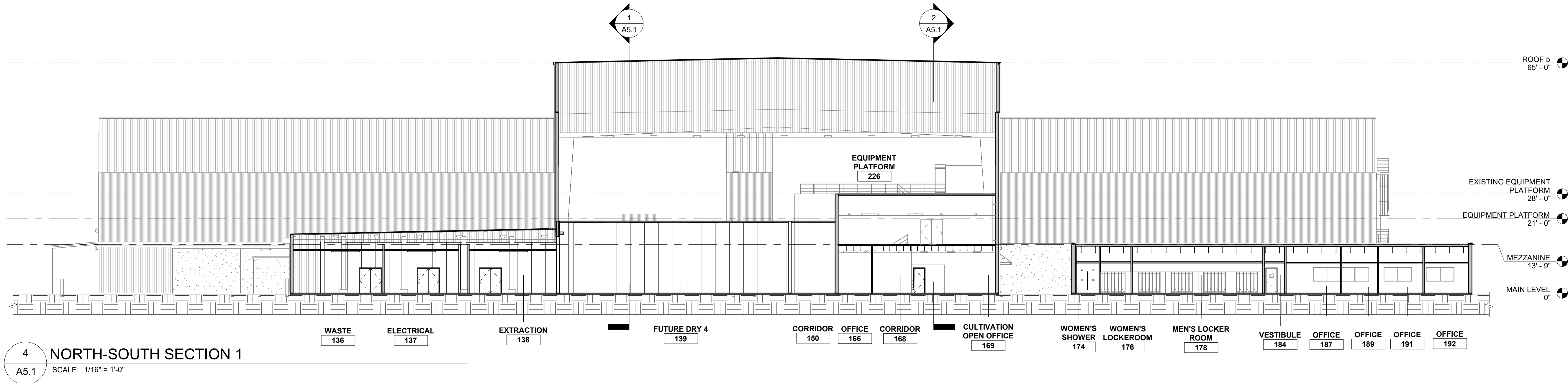
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EXTERIOR
ELEVATIONS

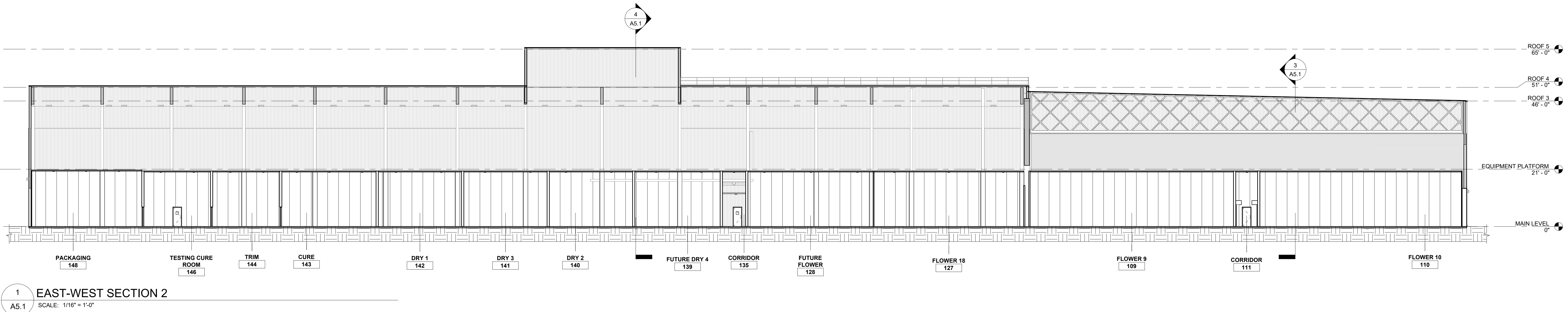
A4.2



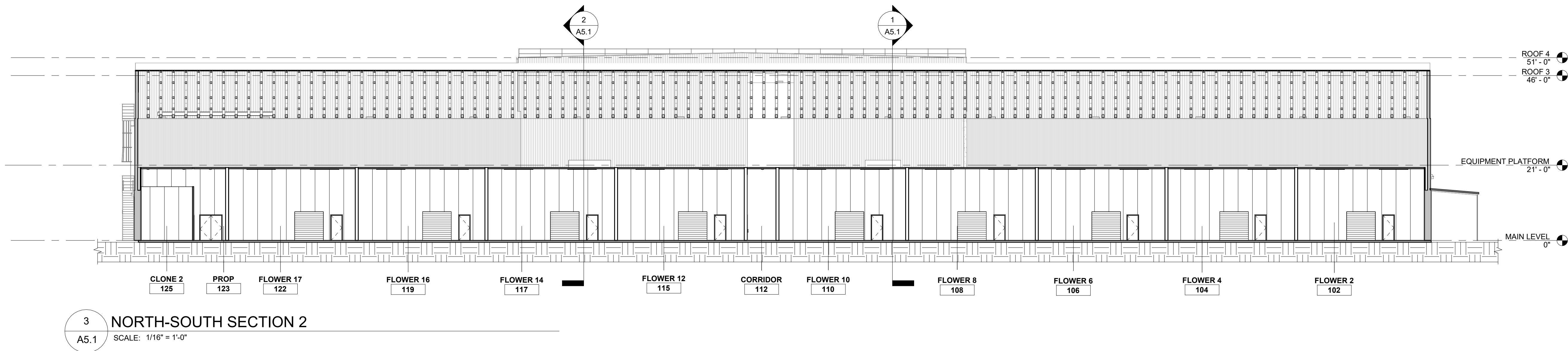
2 EAST-WEST SECTION 1
A5.1 SCALE: 1/16" = 1'-0"



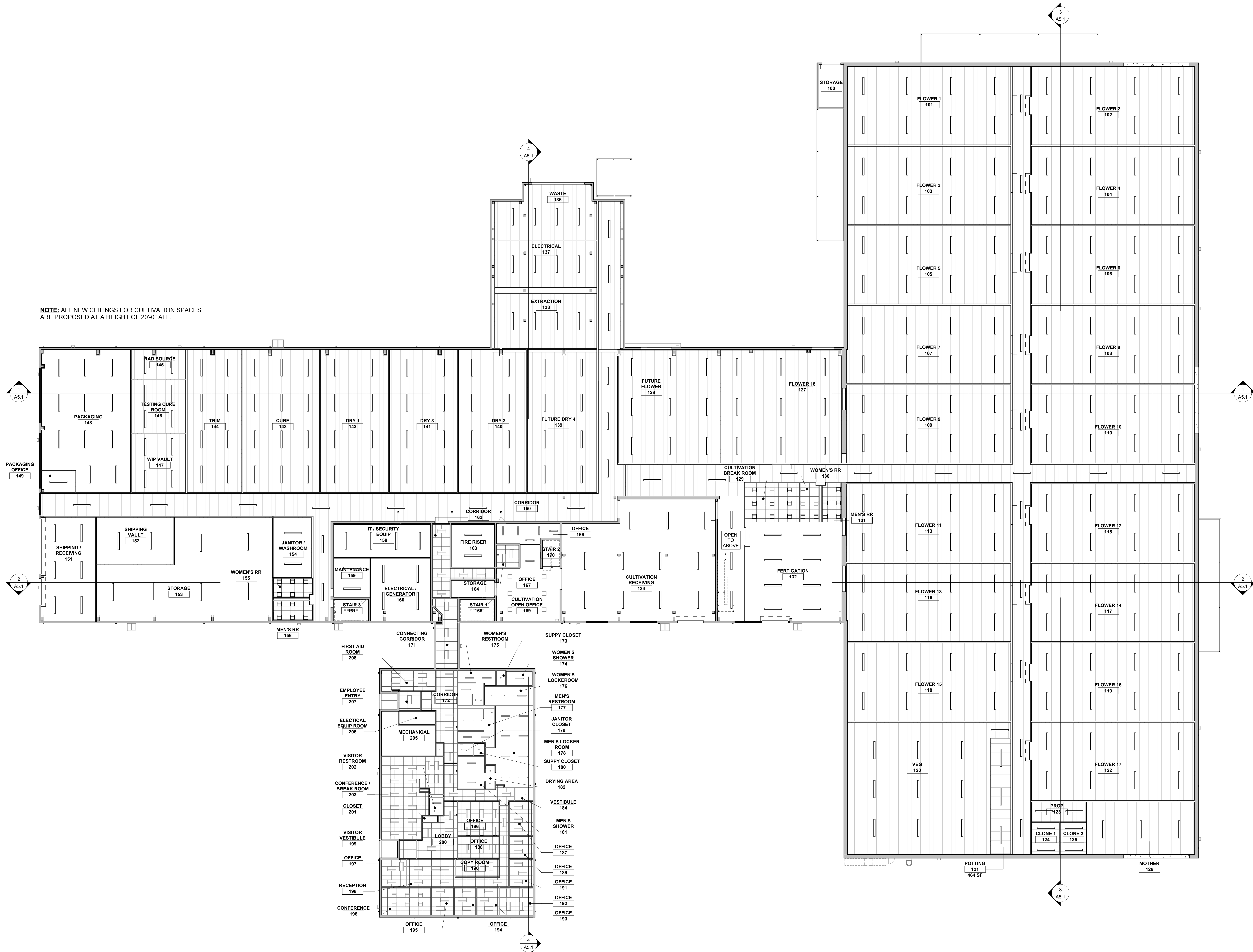
4 NORTH-SOUTH SECTION 1
A5.1 SCALE: 1/16" = 1'-0"



1 EAST-WEST SECTION 2
A5.1 SCALE: 1/16" = 1'-0"



3 NORTH-SOUTH SECTION 2
A5.1 SCALE: 1/16" = 1'-0"



1 OVERALL REFLECTED CEILING PLAN
A9.0 SCALE: 1/16" = 1'-0"

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OVERALL REFLECTED CEILING PLAN

A9.0

CITY OF ELK RIVER
SHERBURNE COUNTY

CONDITIONAL USE PERMIT
Case No. CU 24-07

Permit. Subject to the terms and conditions set forth herein, the City of Elk River hereby grants a Conditional Use Permit (“Permit”) requested by **Vireo Health** for the following use:

Conditional Use Permit for a Commercial Cannabis Cultivation facility at 10700 165th Avenue NW

Property. The Permit is for the following described property (“Subject Property”) in the City of Elk River, Sherburne County, Minnesota:

The Southwest Quarter of the Southeast Quarter of Section 11, Township 32, Range 26, except the South 468 feet of the West 495 feet thereof, according to the United States Government Survey thereof, Sherburne County, Minnesota.

Owner. Owner of the Subject Property at time of the approval of the Permit:

DM Real Estate, LLC, owner

Conditions. The Permit is issued subject to the following conditions to satisfy the standards set forth in Section 30-654:

1. The facility must comply with all licensing and operating procedures required under Minnesota Statutes Chapter 342.
2. The Conditional Use Permit may be issued prior to the applicant having received all necessary state permits and licenses, but the applicant shall submit proof of obtaining all state permits prior beginning cultivation operations.
3. Issuance of this CUP does not exempt the applicant from all standards outlined in state statute.
4. The operation/building must connect to city sewer and water and pay the required SAC/WAC fees in accordance with city codes.
5. Construction activities will require signed plans prepared by a qualified professional.
6. All other uses of the property must cease prior to issuance of a certificate of occupancy.

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: June 17, 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

Vireo Health Conditional Use Permit

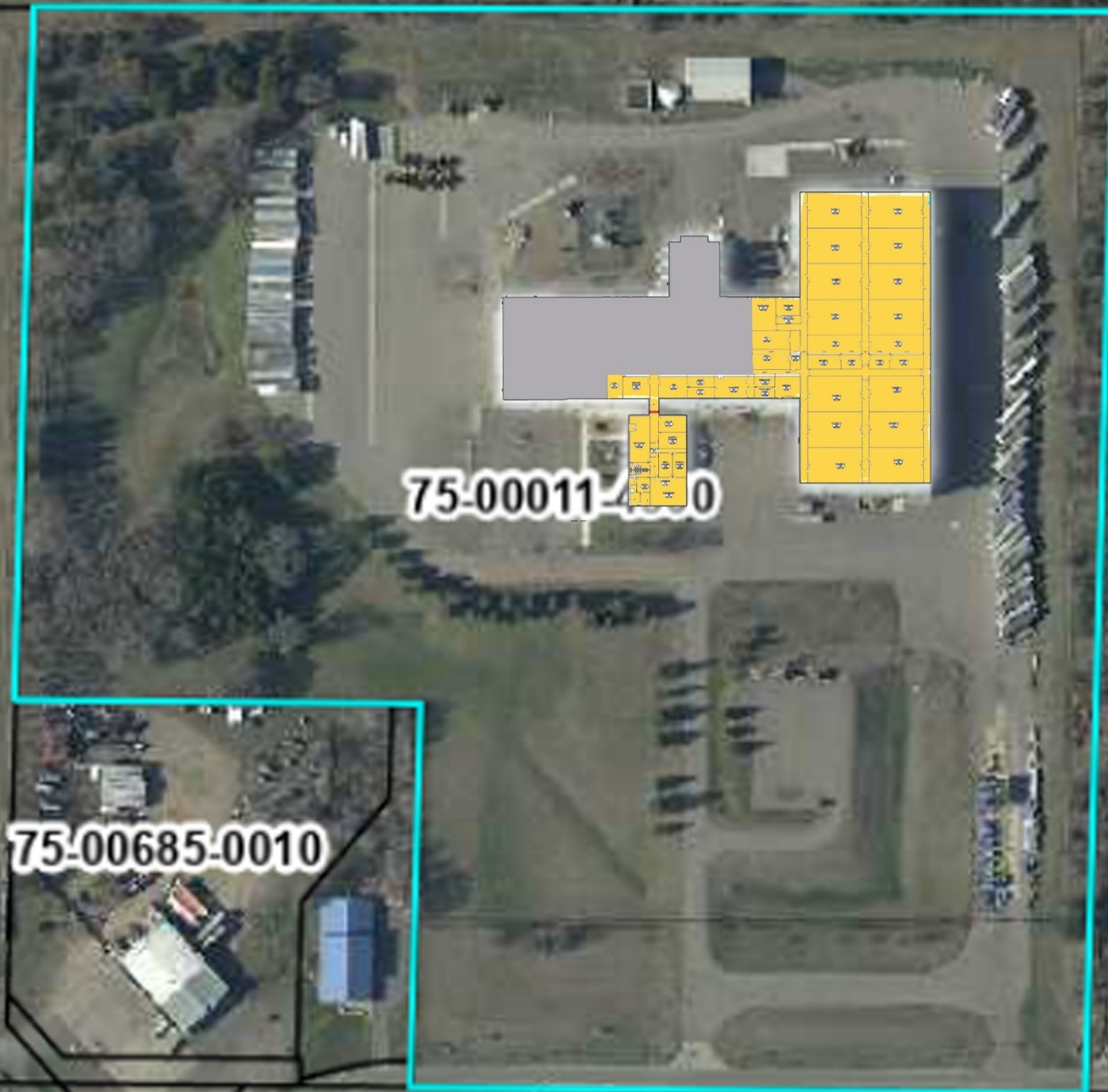


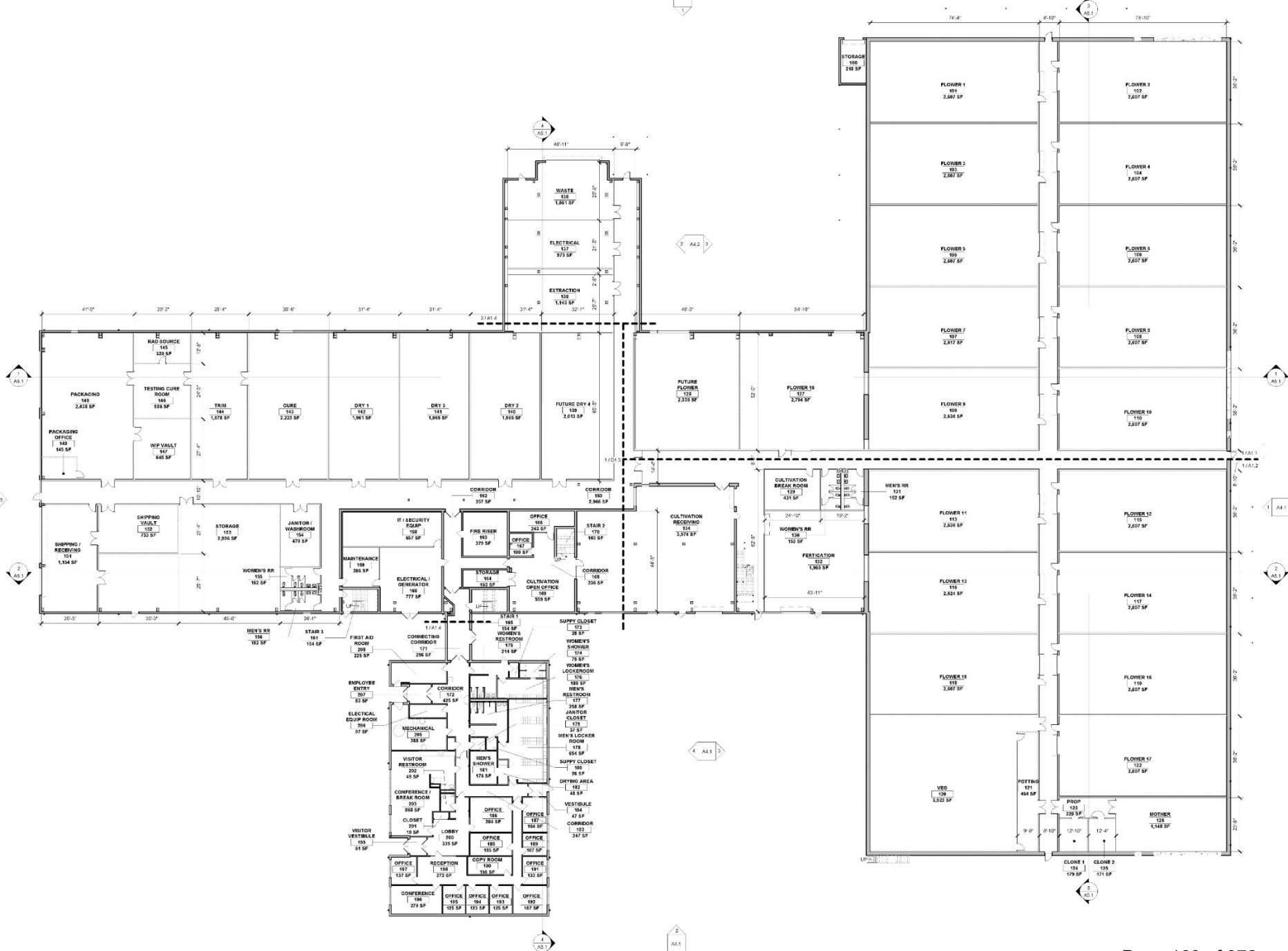
Vireo Health Cannabis Cultivation
Conditional Use Permit

Case No: 24-07

Background

- Update to previous CUP (CU 24-03)
- Proposes expand upon previously approved commercial cannabis cultivation facility.
 - CUP in the I-1 zoning district.
- Remodel the former GRE facility on 165th Ave
 - Expand use to entirety of the 138,000 SF building.
 - Office, storage, processing, shipping, and cultivation.
- Cultivation (growing) will take place in sealed rooms.
 - Individually climate controlled.
- 80+ employees on two shifts between 5:00 a.m. and 12:00 a.m.
- Should remain the only use on the parcel.





Operation

- Utilities
 - Required to connect to sewer and water
 - Working closely with ERMU for power needs
- Must be licensed by the state prior to beginning grow operations – state rules dictate most of the operation.
 - Commercial licenses expected early 2025
- Cultivation rooms should limit odor
 - Room within a room
- Generally, operates as a light manufacturer with shipments going in and out
 - Less traffic than previous operation.

Planning Commission

- No one provided comments during the public hearing.
- PC unanimously recommended approval with conditions noted in memo.
- After the meeting, staff spoke with a nearby property owner regarding concerns with odor and asked for more information.
 - The applicant provided additional information regarding the building and HVAC design and how that minimizes odor.
 - He is also available for questions.

Action Requested

- Recommend, by motion, approval of the CUP with the conditions outlined in the memo.



Request for Action

To
City Council

Item Number
7.2

Meeting Date
June 17, 2024

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Conditional Use Permit: Agricultural Animals (two horses) on a Residential Lot, 20373 Vance St. NW - Katie Bedbury

Reviewed by
Zack Carlton
Cal Portner
Tina Allard

Action Requested

Approve, by motion, the Conditional Use Permit with the following conditions to satisfy the standards outlined in Section 30-654:

1. No more than two (2) agricultural animal units shall be allowed on the property.
2. No on-site commercial activities such as breeding, boarding, or selling shall be permitted.
3. The shelter structure and area for feeding and water shall be located no less than 200 feet from any existing neighboring residence as shown in the Staff Site Plan dated 6-17-2024.
4. A Manure Management Plan must be approved by the city.
5. The manure compost bay shall be located no less than 200 feet from any existing neighboring residence.
6. Manure shall not be land-applied to the subject parcel.
7. Manure accumulations shall be managed such that no pollution hazards or nuisance conditions are created or maintained.
8. If the city finds that the manure and other waste materials create a nuisance by attracting flies, other insects, and rodents, or by creating offensive odors, the city may order the manure and other waste materials to be removed on a more frequent schedule.

Background/Discussion

The property owner, Katie Bedbury, is requesting a Conditional Use Permit (CUP) to keep two agricultural animals (horses) on 1-1.5 acres of fenced pastureland. Agricultural animals are permitted under Section 30-803 of the city code, which limits the keeping of agricultural animals to one animal unit per acre of fenced pastureland. The applicant is requesting more than one horse per fenced acre of pastureland (2/1.5 acres). The total number of allowed animal units per acre may be increased, provided there is an approved manure management plan following the Minnesota Pollution Control Agency Technical Guidelines for Manure Management and Applications.

Public Comment

Staff received a phone call from a resident before the commission meeting, stating they were fully supportive of the CUP request. During the public hearing, a property owner to the south expressed concerns about

The Elk River Vision

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



dust, where manure and shelter were going to be located, and wanted to know if a survey would be required for a fence. They requested more details regarding the location of these items.

The commission discussed where the structure, manure, and feeding/water area should be located to limit negative effects on neighboring properties. The commission recommended the shelter, feeding location, and water source be no less than 200 feet from any existing residence. The applicant submitted an updated plan and staff created the staff site plan based on their information.

Since the commission meeting, the neighbor to the south asked several questions. Is there an MPCA residential management plan that is relevant and, if not, could it be clarified what manure management guidelines would apply in this case? Could the CUP be rescinded if the applicant fails to maintain their CUP requirements or if unanticipated problems arise after the permit is issued? What recourse do residents in the vicinity of the permit holder have if the permit turns out to not be compatible with the affected homeowners? It has been his experience that once a problem is established in a residential neighborhood it can be hard to resolve and, hoping, any issues will be addressed before they can affect the neighbors. The city's environment staff and consultant have been working on a plan with guidance from Sherburne County's Solid Waste Management Ordinance. Violations of the approved conditions and/or applicable ordinances could result in the CUP being revoked.

The Planning Commission unanimously recommended approval.

Financial Impact

None

Mission/Policy/Goal

Support the growth and development of the community.

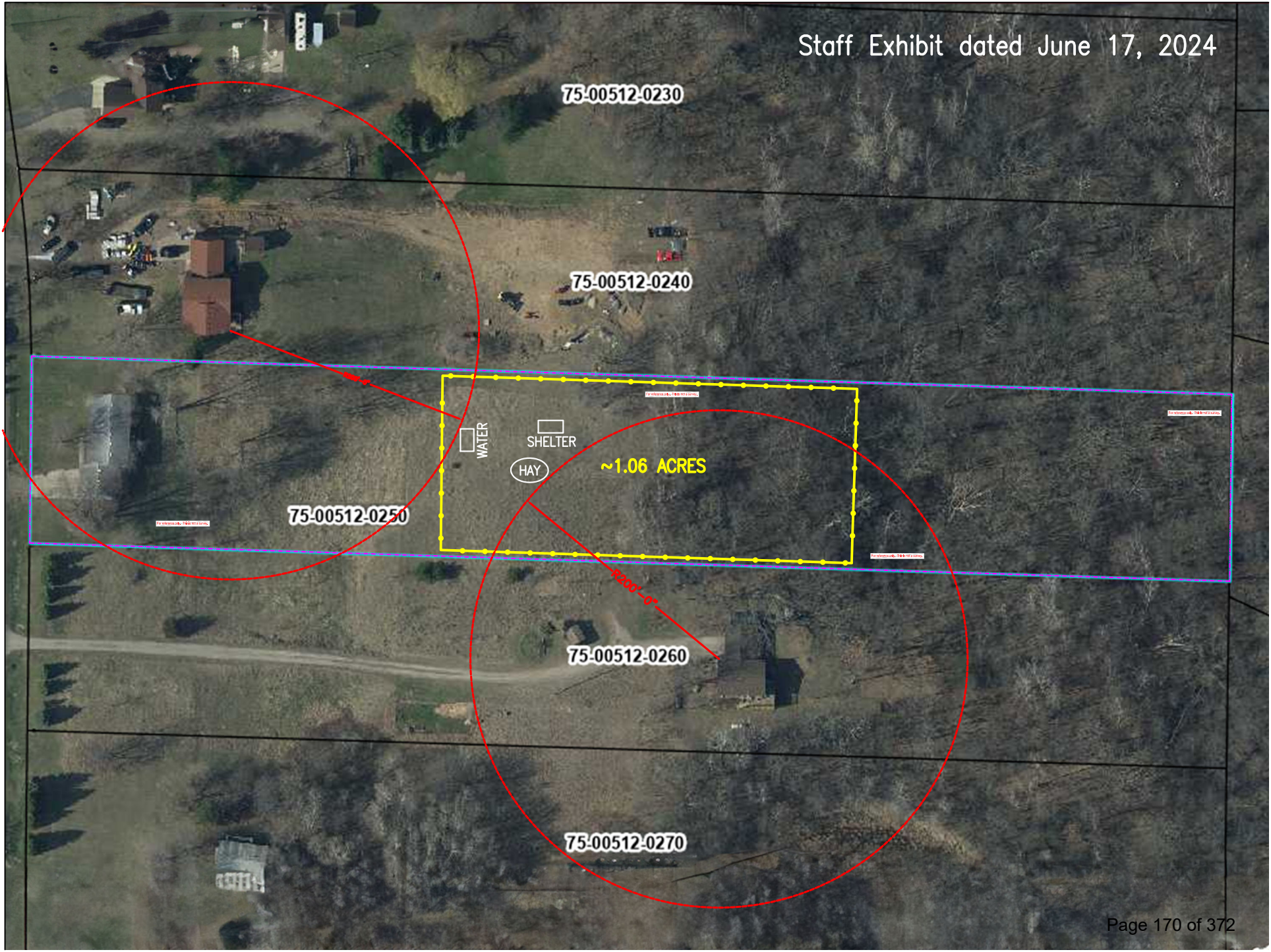
Attachments

1. Applicants Updated Site Plan
2. Staff Site Plan 6-17-2024
3. Manure Management Plan
4. CU 24-08 Conditional Use Permit
5. Planning Commission Memo dated 05-28-2024
6. 7.2 Bedbury Presentation

Applicant Submitted Site Plan -10-2024



- = fence line - 5ft from each neighboring property (1.5 acres)
- ▭ = shelter 20x10 (200 sqft)
- = hay/ round bale location
- ▭ = water tank
- ▭ = gate



75-00512-0230

75-00512-0240

75-00512-0250

75-00512-0260

75-00512-0270

~1.06 ACRES

WATER

SHELTER

HAY

Manure Management Plan

- Manure from the pasture will be deposited in an 8'x8' three-sided compost bay located behind the pasture. Manure will be transported with a dump trailer.
- Manure will be hauled off the property when the compost bay is full which is approximately 4 times a year.
- Manure will not be land applied to subject parcel.
- Manure accumulations will be managed such that no pollution hazards or nuisance conditions are created or maintained.
- Erosion control logs will be place within two feet of the compost bay.

CITY OF ELK RIVER
SHERBURNE COUNTY

CONDITIONAL USE PERMIT
Case No. CU 24-08

Permit. Subject to the terms and conditions set forth herein, the City of Elk River hereby grants a Conditional Use Permit (“Permit”) requested by Katie Bedbury for the following use:

Conditional Use Permit to allow Two (2) Agricultural Animals (horses) on a Residential Lot at 20373 Vance St. NW, Elk River

Property. The Permit is for the following described property (“Subject Property”) in the City of Elk River, Sherburne County, Minnesota:

Lot 5, Block 2, Wilderness Acres, Sherburne County, Minnesota

Owner. Owner of the Subject Property at time of the approval of the Permit:

Spencer Ryan Hlavachek and Katerine Ella Bedbury, owners

Conditions. The Permit is issued subject to the following conditions:

1. **A Manure Management Plan must be approved by the city.**
2. **No more than two (2) agricultural animals shall be allowed on the property.**
3. **If the city finds that the manure and other waste materials create a nuisance by attracting flies, other insects, rodents, or by creating offensive odors, the city may order the manure and other waste materials be removed on a more frequent schedule.**
4. **No on-site commercial activities such as breeding, boarding, or selling shall be permitted.**
5. **The shelter structure and area for feeding and water shall be located no less than 200’ from any existing neighboring residence.**

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: June 17, 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



Request for Action

To
Planning Commission

Item Number
5.2

Meeting Date
May 28, 2024

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Conditional Use Permit: Agricultural Animals on a Residential Lot, 20373 Vance St. NW - Katie Bedbury

Reviewed by:
Zack Carlton

Action Requested

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

1. A Manure Management Plan must be approved by the city.
2. No more than two (2) agricultural animal units shall be allowed on the property.
3. If the city finds that the manure and other waste materials create a nuisance by attracting flies, other insects, rodents, or by creating offensive odors, the city may order the manure and other waste materials be removed on a more frequent schedule.
4. No on-site commercial activities such as breeding, boarding, or selling shall be permitted.

Background/Discussion

The property owner, Katie Bedbury, is requesting a Conditional Use Permit (CUP) to keep two agricultural animals (horses) in 1-1 ½ acres of fenced pastureland. The property is 3.32 acres and is in the Single Family Residential (R1-a) zoning district. Approximately half of the property (east end) is covered with woods.

Agricultural animals are permitted under Section 30-803 of the city code which limits the keeping of agricultural animals to one animal unit per acre of fenced pastureland. The applicant is requesting more than one horse per fenced acre of pastureland (2/1.5 acres).

The total number of allowed animal units per acre may be increased, provided there is an approved manure management plan following the Minnesota Pollution Control Agency Technical Guidelines for Manure Management and Applications. Such approval may be obtained through this CUP process. The applicant is requesting more than one horse per fenced acre of pastureland (2/1.5 acres), so a manure management plan is required, or they can expand the fenced area to 2 acres and forego the plan. The applicant stated manure will be removed 4 times per year and brought off site to a farm. The city's environmental staff will continue to review the plan and recommend the necessary changes.

Section 30-803 also states that all agricultural animals shall be provided a shelter appropriately sized to accommodate the specific animal in a humane manner. The applicant is proposing a 144 sq.ft. (12'x12') 3-sided

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shelter with a roof.

Public Comment

Staff received a phone call from a resident that received the public hearing notice and stated they were fully supportive of the CUP request.

Applicable Regulations

Conditional Use Permit

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

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

The proposed use will not detrimentally affect nearby property as the use fits with the intended use of the development and is surrounded by other residential establishments. The Manure Management Plan takes neighboring properties into account.

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

The property is guided Rural Residential, which includes areas outside the Urban Service Area that are not currently served by municipal sewer and water. Residential uses allow for Agricultural Animals, with some uses requiring a CUP, providing due process for public review and comment. The request 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 area is fully developed as residential and as there are no vacant lots, the proposed use will not affect the surrounding area.

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 facility will not be served by city services and there does not appear to be any other potential impacts to public facilities or services.

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 proposed use does not involve hazardous materials or activities that may detrimentally affect nearby properties or residents. Potential odors from manure are addressed by the Manure Management Plan and regular maintenance.

6. *Will not result in the destruction, loss or damage of a natural, scenic or historic feature of major importance.* While horses will be utilizing the wooded area, the use will not result in the destruction, loss or damage of a natural, scenic or historic feature of major importance. There does not appear to be any wetlands on the property.

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 applicant is required to comply with all other sections of the code and must apply for all required building permits in addition to the Conditional Use Permit.

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

In the review of the standards for CUP as outlined, it appears that the request is consistent with all of these standards.

Financial Impact

None

Mission/Policy/Goal

Support the growth and development of the community.

Attachments

1. Location Map
2. Applicant's Narrative
3. Submitted Site Plan
4. Staff Site Plan



Project Location Map

Katie Bedbury

Conditional Use Permit

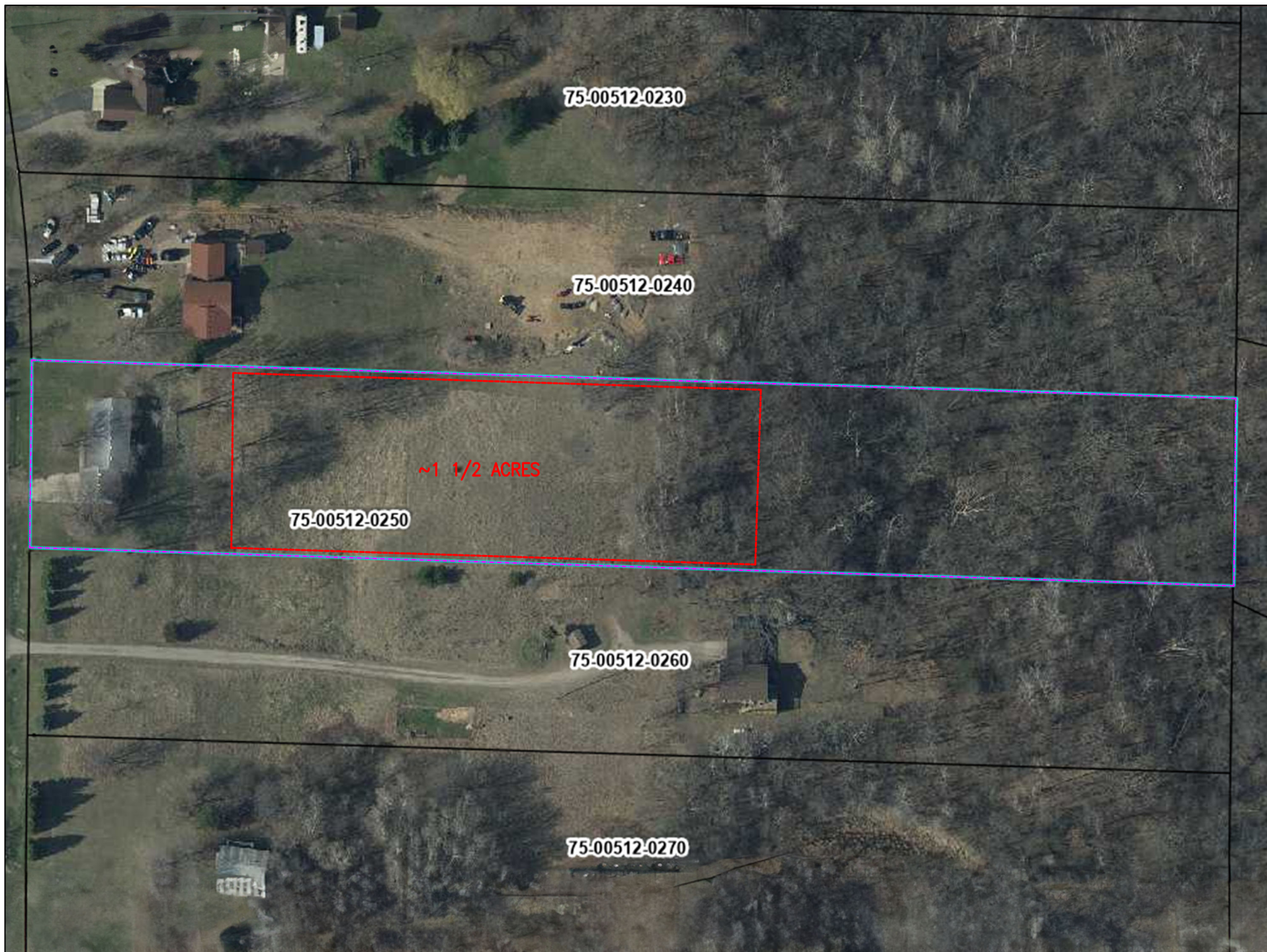
Case No: CU 24-08

CU 24-08 Narrative

I would like to fence in 1.5-2 acres of the back of our property for 2 horses. The fence line will allow approximately 2-5 ft from the neighboring properties. There will be a 3-sided shelter with a roof built for the horses within the pasture.

Manure removal - Manure will be removed 4 times per year and brought to my in laws 20 acres that is farmed.





Bedbury Conditional Use Permit

CoRd 33

75-00114-3001

75-00

75-00512-0110

75-00512-0210

75-00512-0220

2207

75-0

75-00512-0230

75-00512-0120

75-00512-0240

75

Vance Street

SITE

75-00512-0250

75-0

2206

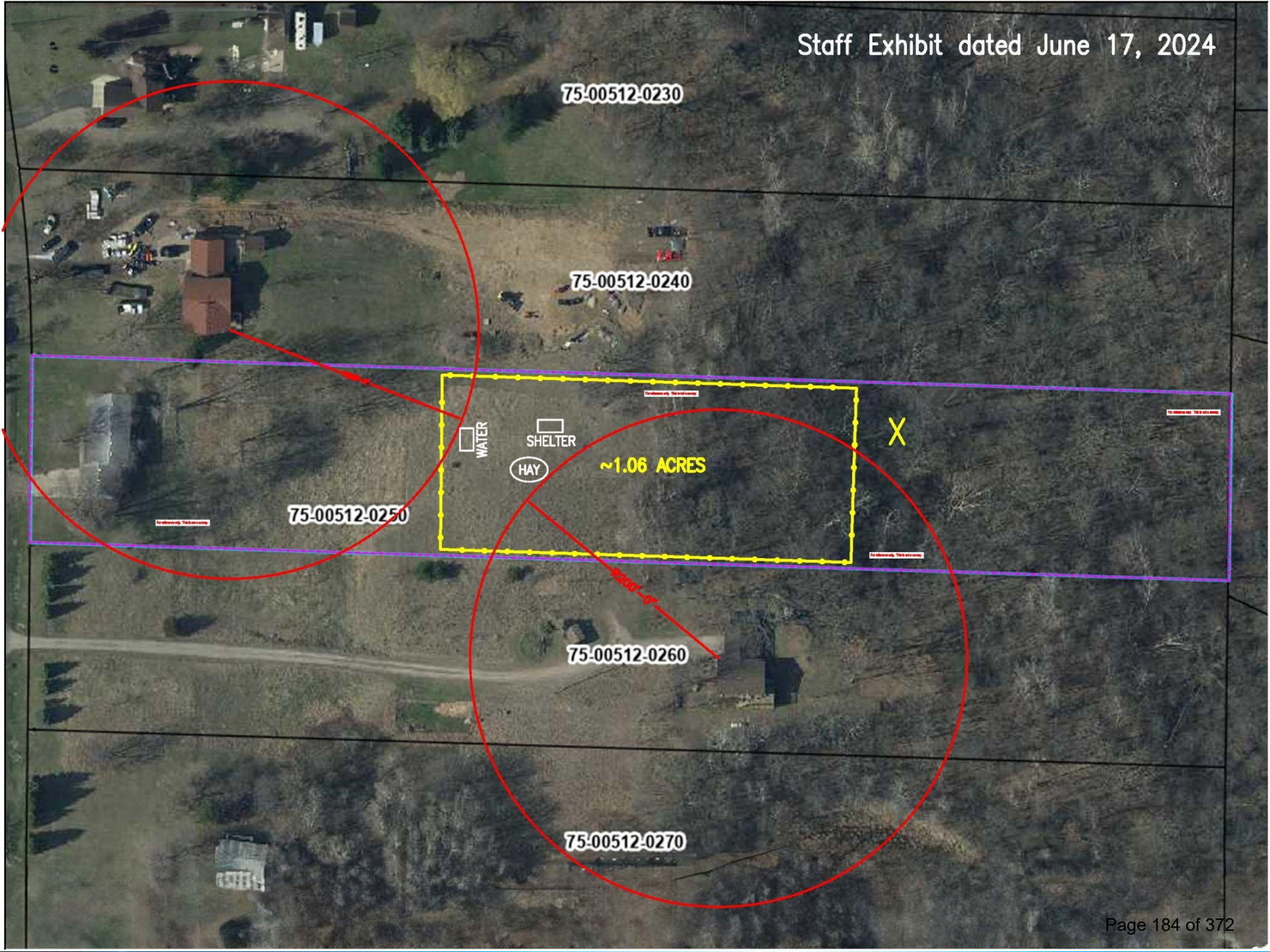
75-00512-0260

75-00512-0130

75-00512-0270

Background

- Requesting a CUP for two ag animals (horses)
- Single Family Residential R-1a
- 3.32-acre parcel
- CUP required for ag animals on lots less the 5-acre
- Proposing 1+ acres of fenced pastureland
 - 2 horses on one acre require manure management plan
- 3-sided 144 sq.ft. shelter with a roof



75-00512-0230

75-00512-0240

75-00512-0250

75-00512-0260

75-00512-0270

~1.06 ACRES

WATER

SHELTER

HAY

X

Planning Commission

- Discussed structure, manure, and feeding/water location
- To limit negative effects on neighboring properties:
 - Recommended 200-foot setback from any existing residence

Public Comment

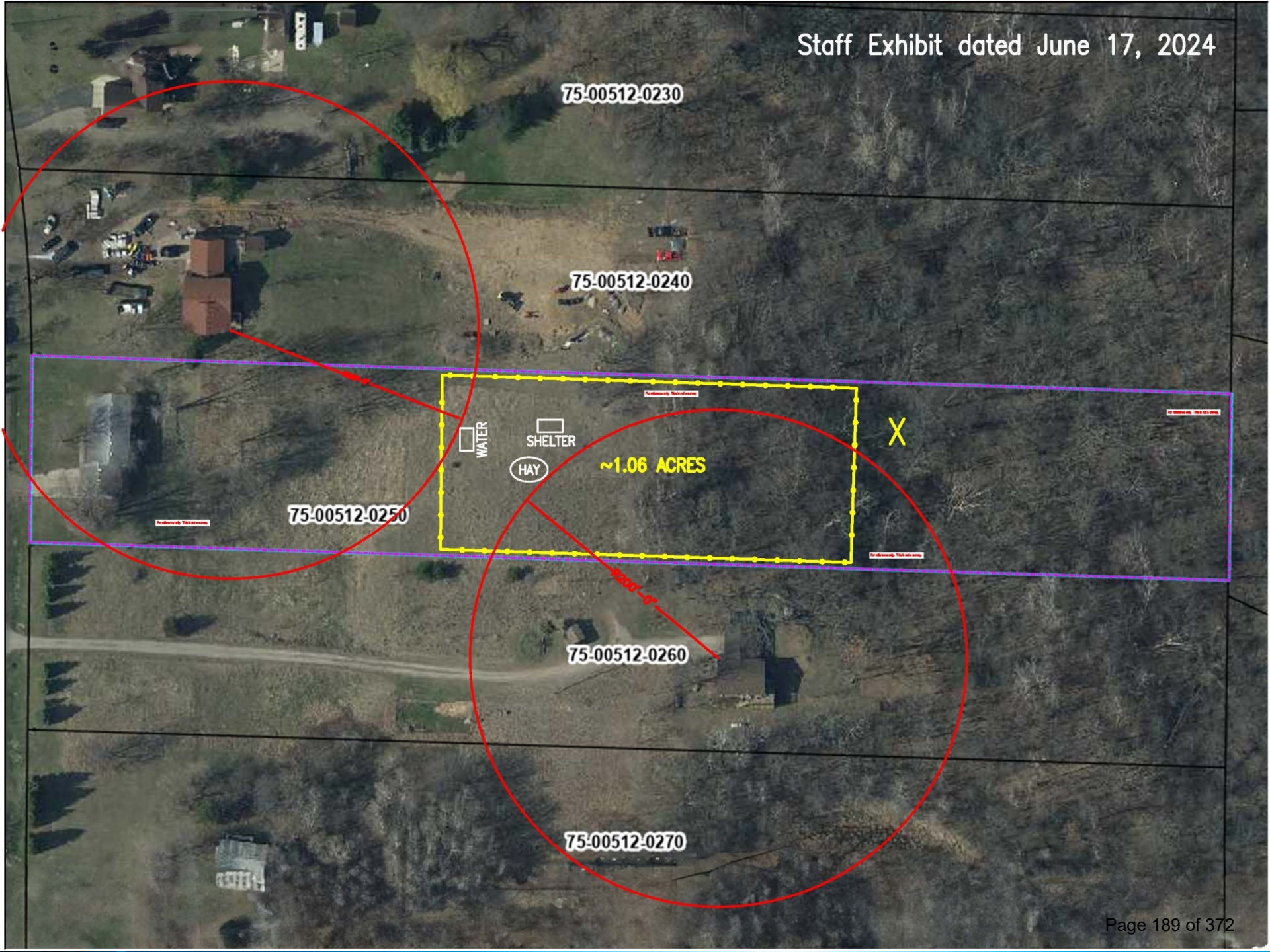
- Phone call from a resident
 - Fully supportive of the CUP request
- Property owner to south:
 - Concerns with dust & where manure/shelter will be located
 - What are the manure management guidelines?
 - Can the CUP be revoked?
- City's environment staff and consultant working on plan
 - Guidance from Sherburne County's Solid Waste Management Ordinance
- Violations of the approved conditions and/or applicable ordinances could result in the CUP being revoked

Planning Commission

- The PC's analysis of the application shows compliance with all seven (7) of the standards required for approval of the CUP
- The PC unanimously recommended approval

Action Requested

- Approve, by motion, the CUP with the 8 conditions outlined in the memo to satisfy the standards outlined in Section 30-654



75-00512-0230

75-00512-0240

75-00512-0250

75-00512-0260

75-00512-0270

WATER

SHELTER

HAY

~1.06 ACRES

X

CoRd 33

75-00114-3001

75-00512-0110

75-00512-0210

75-00512-0220

2207

75-00512-0230

75-00512-0120

75-00512-0240

1

SITE

75-00512-0250

2206

75-00512-0260

75-00512-0130

75-00512-0270



Request for Action

To
City Council

Item Number
7.3

Meeting Date
June 17, 2024

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Conditional Use Permit: Motor Vehicle Specialty
Service Station (Retail Tire Service Station), 17994
Zane Street - Les Schwab Tire Center

Reviewed by
Zack Carlton
Cal Portner
Tina Allard

Action Requested

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

- The parking lot/driveway setback variance (V 24-04) must be recorded prior to issuing building permits.
- The use of hazardous materials such as oils, lubricants, chemicals, and solvents shall be handled in accordance with all state standards.
- The applicant must receive written approval from the existing overhead power-line utility prior to issuance of building permits.

Background/Discussion

The applicant is requesting a Conditional Use Permit (CUP) to construct a Motor Vehicle Specialty Service Station (retail tire service station) at 17994 Zane Street. The project includes construction of a 10,599 sq.ft. retail and service center, retail showroom, pull through service canopy, and a tire warehouse. In addition to tire sales and service, other automotive parts like tire rims and accessories will also be for sale at this location. The service center will service brakes, provide alignments, oil changes, and other minor maintenance and repair work.

Variances

The applicant received two variances (V 24-04) in support of the proposed project; a reduced driveway setback, and a reduction in the required number of trees. Both variances were approved by the Board of Adjustments on May 28, 2024.

Planning Commission

During the public hearing, the applicant introduced themselves and made themselves available for questions. No one spoke for or against the request and staff have not received any comments since the commission meeting.

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The Planning Commission had no questions or concerns about the request and unanimously recommended approval.

Financial Impact

None

Mission/Policy/Goal

Support the growth and development of the community.

Attachments

1. Planning Commission Memo 05-28-2024
2. CU 24-06 Recording Document
3. 7.3 Les Schwab Presentation



Request for Action

To
Planning Commission

Item Number
5.4

Meeting Date
May 28, 2024

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Conditional Use Permit: Motor Vehicle Specialty Service Station (retail tire service station), 17994 Zane Street - Les Schwab Tire Center

Reviewed by:
Zack Carlton

Action Requested

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

1. The parking lot/driveway setback variance (V 24-04) shall be approved.
2. The use of hazardous materials such as oils, lubricants, chemicals, and solvents shall be handled in accordance with all state standards.

Background/Discussion

The applicant is requesting a Conditional Use Permit (CUP) to construct a Motor Vehicle Specialty Service Station (retail tire service station) at 17994 Zane Street. The project includes construction of a 10,599 sq.ft. retail and service center building with a retail showroom, pull-through service canopy, and tire warehouse. In addition to tire sales and service, other automotive parts like tire rims and accessories will also be for sale at this location. The service center will also service brakes, provide alignments, oil changes, and other minor vehicle maintenance and repair.

The project will generate 10-18 new jobs and will be open six days a week, 8:00 a.m. – 6:00 p.m., and closed on Sundays.

The building design and materials (textured and stained precast concrete panels) meet the design guidelines for the Highway Commercial zoning district.

Variances

While the number of parking stalls meets the ordinance requirements, the driveway is too close to the property line and the applicant has applied for a setback variance. (V 24-04) The variance will need to be approved before the CUP can be recorded.

The applicant has also applied for a variance (V 24-04) for the required number of trees. The approval of this CUP is not dependent on approval of landscaping variance.

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Applicable Regulation

Conditional Use Permit

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

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

The proposed use is consistent with the adjacent existing businesses and is compatible with the commercial nature of the area. The use will not endanger, injure or detrimentally affect the use and enjoyment of other property in the immediate vicinity or the public health, safety, morals, comfort, convenience or general welfare of the neighborhood or the city.

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

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

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

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 area is fully developed and, as there are no vacant lots, the proposed use will not affect development of the surrounding area.

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 activities and equipment associated with a retail tire service station should not detrimentally affect nearby properties.

The use of hazardous materials such as oils, lubricants, chemicals, and solvents shall be handled in accordance with all state standards.

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

There are no natural, scenic or historic features of major importance on the subject parcel.

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

7. *Will fully comply with all other requirements of this Code, including any applicable requirements and Standards for*

the issuance of a license or permit to establish and operate the proposed use in the city.

With an approved setback variance, the proposed project will fully comply with all other requirements of this Code.

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

In the review of the standards for CUP as outlined, it appears that the request is consistent with all of these standards.

Financial Impact

None

Mission/Policy/Goal

Support the growth and development of the community.

Attachments

1. Location Map
2. Applicant's Narrative
3. Site Plan
4. Architectural Plans



Project Location Map

Les Schwab Retail Tire Center

Conditional Use Permit Variance

Case No: CU 24-06, V 24-04



April 29, 2024



Chris Leeseberg, Senior Planner
City of Elk River
13065 Orono Parkway
Elk River, MN 55330

Re: Conditional Use Permit Request
New Les Schwab Tire Center located at 17994 Zane Street SW, Elk River, MN 55330

Dear Mr. Leeseberg,

We are pleased to submit a request for a Conditional Use Permit to allow for a new Les Schwab Tire Center proposed at 1799 Zane Street SW in Elk River. The project scope includes construction of a new building and the associated site improvements required with new commercial development consistent with a Motor Vehicle Specialty Service Station as defined in code. The following information is collected and presented for review as responses to the application requirement and approval criteria listed in code.

PROJECT DESCRIPTION

The overall project consists of the construction of a 10,599 SF retail and service center building. The building is a linear prototype store and includes a retail showroom, pull through service canopy for large vehicles & trucks, 7-service bays, tire warehouse, and mezzanine storage. The proposed Les Schwab Tire Center is primarily a tire retail/service center. In addition to tire sales and service, other automotive parts like tire rims and accessories will also be for sale at this location. The service center will also services brakes, provides alignments, oil changes and other minor vehicle maintenance and repair. The proposed location will provide 10 – 18 new jobs with excellent benefits and growth opportunities. Les Schwab hires locally and has a “promote from within” culture. Les Schwab offers local customers convenient automotive services and a new option for retail tires. Les Schwab Tire Centers are open six days a week, 8am – 6pm, and closed on Sundays.

The building construction consists of concrete slab on grade, Precast exterior walls, steel roof framing with metal decking, and single-ply roofing. The height of the canopy is proposed to be 23 ft and will complement the 30 ft building height. The entire project is proposed to be constructed in a single phase.

The property is located off Zane Street, adjacent to the Tractor Supply retail store, a Home Depot and other retail and restaurant establishments. The property is located within the Urban Service boundary, zoned Highway Commercial (C3) and is guided by the Highway Business land use category and the Highway 10/169 Commercial Economic Development Character Area as defined in the 2021 City of Elk River Comprehensive Plan Update. The proposed Les Schwab Tire Center project will include property improvements like a professionally designed landscape plan that includes trees and shrubs. The proposed plantings will enhance the visual aesthetic for the public and bring vibrancy to an undeveloped lot. The new building construction will comply with design standards and contribute to the development aesthetic the city seeks. Further, the retail opportunities and services provided by the Les Schwab Tire Center will improve convenient access to

residents and visitors looking for tires and auto services in the area. The Les Schwab Tire Center is a national company and complements the existing national and regional tenants.

Hours of operation: Les Schwab Tire Centers are open six days a week, 8am – 6pm, and closed on Sundays.

Number of Employees: The proposed location will provide 10 – 18 new jobs.

Number of proposed parking stalls: The proposed site plan includes 43 parking stalls.

Proposed screening: None

Proposed building materials & compliance with design standards:

We are proposing light colored pre-cast concrete with a horizontal textured base and vertical textured cap for the exterior elevations. The base and caps of the walls are proposed to be painted or stained. The pre-cast concrete should provide a similar finish to the integrally colored and finished face CMU allowed in the design standards. Three elevations of the showroom will have storefront glazing which meet the architectural glazing design requirement. The service bay elevations will have overhead doors that include glazing. The overhead doors will be painted dark bronze to match the storefront window frames and prefinished parapet cap. These proposed finishes meet the design standards requirement to include least two allowed exterior building finishes per wall. The roofing will be single-ply membrane roof with parapets around the perimeter of the building to screen roof top equipment.

Signage:

Number: One site pole sign and typical signs on building

Proposed sizes: See provided sign drawings

Locations: See site plan for location of pole sign. See provided drawings.

Sign Type: Pole sign (30' max height) and Building signs. See provided drawings for sizes of building signs.

SEC. 30-654. - STANDARDS FOR ISSUANCE.

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

The proposed Motor Vehicle Specialty Service Station is similar to the adjacent existing businesses and is compatible with the commercial nature of the area. The new building construction will meet all building code requirements and must pass life/safety inspections before it is open for business. Meeting these permitting and inspection requirements will ensure that the development will not detrimentally impact public safety. Further, all services, equipment and tools will be stored in a manner that is compliant with

cushingterrell.com

safety and licensing requirements. Tires will be disposed of off site on a regular basis. Committing to these practices will ensure that the commercial activities associated with the Les Schwab Tire Center will not impact general neighborhood welfare.

(2) Will be consistent with the comprehensive plan.

The property is located off Zane Street, adjacent to the Tractor Supply retail store, a Home Depot and other restaurant establishments and retail/service shops like Jiffy lube, Autozone, Advanced Autoparts and a Walmart auto center. The property is located within the Urban Service boundary, zoned Highway Commercial (C3) and is guided by the Highway Business land use category and the Highway 10/169 Commercial Economic Development Character Area as defined in the 2021 City of Elk River Comprehensive Plan Update. The Highway Business land use category typically consists of auto-orientated retail and service businesses, restaurants and regional scale shopping centers, creating an ideal location for the tire center. The proposed Les Schwab Tire Center is an appropriate use for this land use category and will provide visitors with a new tire service and retail option in Elk River thus aligning with the Comprehensive Plan.

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

The proposed Les Schwab Tire Center will not impede the normal improvement of surrounding property since many properties within the vicinity have already been developed. The building will be designed and constructed to comply with existing land use standards and building codes, both of which have been developed to ensure orderly and safe development. Further, the proposed project is located within a developed subdivision and will utilize existing city infrastructure like roadways, water and sewer connections. These connections will enhance the City of Elk River systems through the addition of new building construction, paving, lighting and landscaping.

(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 subject property is located within the Elk River Urban Service Boundary as defined in the Comprehensive Plan. This location ensures that the new development will connect to essential public infrastructure like water and sewer. The proposed site design has been developed to rely on the existing road network and parcel boundaries in order to mitigate impacts to existing traffic patterns and site drainage.

(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 proposed Les Schwab Tire Center is primarily a tire retail/service center. In addition to tire sales and service, other automotive parts like tire rims and accessories will also be for sale at this location. The service center will also services brakes, provides alignments, oil changes and other minor vehicle maintenance and cushingterrell.com

repair. The direction the bays face is the direction that the noise generated by activities associated with changing tires (pneumatic impact wrenches) will be directed. In this case, the choice to locate the bays and direct that noise to the west towards the Park and Ride was intentional in order to limit impact to adjacent development.

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

No natural, scenic or historic features of major importance were identified on the subject property.

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

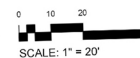
The proposed project will comply with all Code requirements including, landscape, parking, drainage and building design. Variance requests have been included in the submittal package under separate application and narratives.

Thank you for considering our variance requests. Should you have any questions, please do not hesitate to contact me at 406.722.9129 or Ron Isackson at 406.922.7107.

Sincerely,

Nicole Olmstead

Nicole Olmstead, AICP
Planner

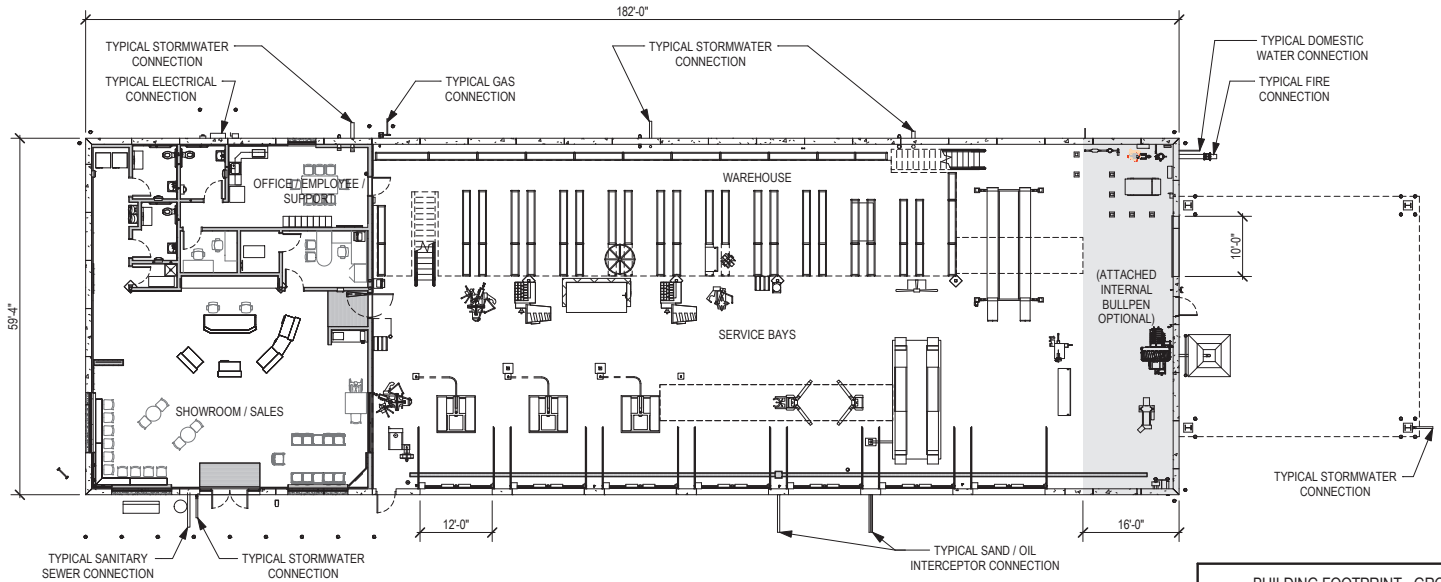




PROTO SET Q1 2024 | LES SCHWAB TIRE CENTER - CITY, STATE
DESIGN CRITERIA

SM 7 BAY RH LINEAR PRECAST STORE - PROTOTYPE Q1 2024

03.27.2024



1 GROUND FLOOR PLAN
SCALE: 1/16" = 1'-0"

BUILDING FOOTPRINT - GROSS	
AREA (WITH ATTACHED INTERNAL BULLPEN)	10834 SF
AREA (WITHOUT ATTACHED INTERNAL BULLPEN)	9849 SF

GROUND FLOOR AREA - NET		
GROUND FLOOR		
WAREHOUSE	S-1 OCCUPANCY	2943 ft²
SERVICE BAYS	S-1 OCCUPANCY	4731 ft²
SHOWROOM / SALES	M OCCUPANCY	1935 ft²
OFFICE/EMPLOYEE/SUPPORT	B OCCUPANCY	726 ft²
EXTERIOR CANOPY	S-1 OCCUPANCY	1600 ft²
SECOND FLOOR		
RACKING PLATFORM	S-1 OCCUPANCY	1777 ft²
STORAGE/EQUIPMENT RM	S-1 OCCUPANCY	978 ft²
		14690 ft²

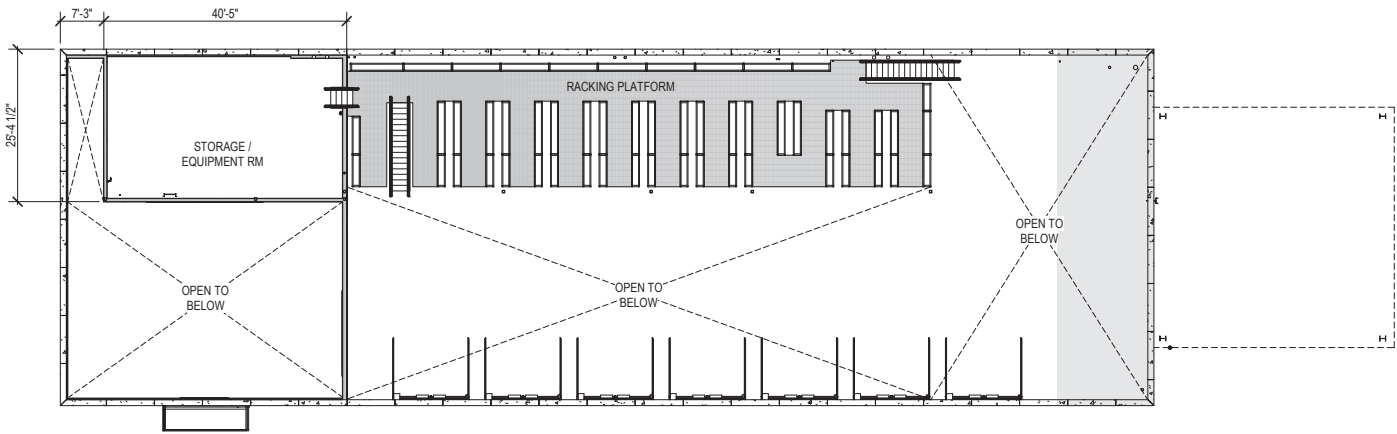
TIRE COUNT = 2,200
TIRE COUNT = 2,410 (WITH ATTACHED INTERNAL BULLPEN)



PROTO SET Q1 2024 | LES SCHWAB TIRE CENTER - CITY, STATE
DESIGN CRITERIA

SM 7 BAY RH LINEAR PRECAST STORE - PROTOTYPE Q1 2024

03.27.2024



1 STORAGE/RACKING PLATFORM PLAN
 SCALE: 1/16" = 1'-0"

SECOND FLOOR AREA - NET			
SECOND FLOOR			
RACKING PLATFORM	S-1 OCCUPANCY	1777 ft²	
STORAGE/EQUIPMENT RM	S-1 OCCUPANCY	978 ft²	
		2755 ft²	



PROTO SET Q1 2024 | LES SCHWAB TIRE CENTER - CITY, STATE
 DESIGN CRITERIA

SM 7 BAY RH LINEAR PRECAST STORE - PROTOTYPE Q1 2024

03.27.2024

PROTOTYPICAL BUILDING UTILITIES

THE FOLLOWING ARE STANDARD FOR PROTOTYPICAL LES SCHWAB TIRE CENTER BUILDINGS. UTILITIES MUST ALWAYS BE VERIFIED WITH EACH INDIVIDUAL SITE.

WATER

- FLUSH VALVES:
 - 66.9 WSFU (OR 58 GPM) AT 60+ PSIG
- AVERAGE USE:
 - BUILDING: 2500 GPD
 - LANDSCAPE: 500 GPD
- PEAK DEMAND: 58 GPM
- SERVICE SIZE:
 - 2" SERVICE LINE BETWEEN CONNECTION TO MAIN (TAP) AND METER
 - 1 1/2" WATER METER
 - 2" BACKFLOW PREVENTER (INTERNAL TO BUILDING)
 - 1" LANDSCAPE STUB WITH VALVE AND BACKFLOW PREVENTER
- FIRE SERVICE:
 - TOTAL FIRE DEMAND: 1,500 GPM (ESFR) 1,250 GPM @ MINIMUM 58 PSI AT RISER, PLUS 250 GPM HOSE DEMAND. PROVIDE MINIMUM 8" FIRE LEAD FROM POINT OF CONNECTION TO RISER.

SANITARY SEWER

- TOTAL WASTE:
 - DOMESTIC: 43.5 FU
 - SHOP SPACE: 25 FU
 - 18.5 FU
- AVERAGE USE: 2400 GPD
- PEAK EFFLUENT DISCHARGE: 21.75 GPM
- SERVICE SIZE:
 - SANITARY SERVICE:
 - PROPERTY STUB: 6" AT 1% MINIMUM GRADE
 - DOMESTIC: 4" AT 2% MINIMUM GRADE
 - SHOP SPACE: 4" AT 2% MINIMUM GRADE
 - SAND OIL INTERCEPTOR FOR SHOP SPACE: MINIMUM: 500 GAL. (VERIFY W/ AUTHORITY HAVING JURISDICTION)

STORMWATER

- ALL DOWNSPOUTS COLLECTED UNDERGROUND (NO SPLASH PADS) UNLESS NOT ALLOWED BY AUTHORITY HAVING JURISDICTION OR IF STORM DRAIN IS NOT AVAILABLE AT SITE.

ELECTRICAL

- SECONDARY SERVICE:
 - PREFERRED: 3-PHASE, 208Y/120V, 600 AMPERES
- TYPICAL DEMAND: 181 KW
- CONNECTED LOAD: 183 KVA
- SERVICE CONDUCTORS: (2) SETS OF 4-350 KCMIL COPPER IN 3" CONDUITS OR (2) SETS OF 4-500 KCMIL ALUMINUM IN 3 1/2" CONDUITS
- SITE SPECIFIC: IF FIRE PUMP REQUIRED, 3-PHASE, 480Y/277V SERVICE (SERVICE SIZE DEPENDANT ON FIRE PUMP SIZE)

GAS

- SERVICE SIZE AFTER METER: 2.5" (7" WATER GAUGE DISTRIBUTION PRESSURE) ON BUILDING SIDE OF METER
- 2 LBS IN AREAS WHERE POUNDS MEDIUM IS USED
- 925 TOTAL MBH, 190' TO 285' DEVELOPED AT 7" WC
- TRANE HVAC UNITS: 265 MBH (VARIES BY LOCATION)
- GAS FIRED UNIT HEATER: 105 OR 45 MBH EACH (VARIES BY LOCATION)
- GAS FIRED RADIANT HEATERS:
 - THREE (3) AT 75 MBH EACH (FOR 6 BAY LINEAR BUILDING LAYOUT)
 - FOUR (4) AT 75 MBH EACH (FOR ALL OTHER BUILDING LAYOUTS)

PHONE/CABLE

- PHONE:
 - CONDUIT: TWO (2) 4"
 - POTS LINES: NINE (9)
- CABLE:
 - CONDUIT: ONE (1) 2" OR ONE(1) 4"
 - CABLE QUANTITY: ONE (1) COAXIAL CABLE
- POINT OF ENTRY: UNDER SLAB UP INTO 36"X36" TELEPHONE BACKBOARD CABINET

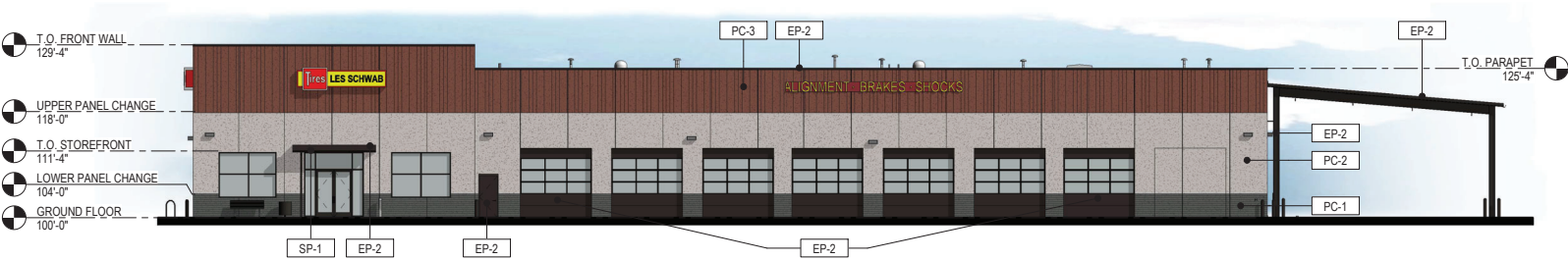
EXTERIOR WALL SIGNS

- TYPICAL SINGAGE INCLUDES FOUR (4) EXTERIOR WALL SIGNS WITH A TOTAL SIGN AREA OF 190.31 SF
 - FRONT ELEVATION: "ALIGNMENT-BRAKES-SHOCKS" 50.00 SF
 - REAR/SHOWROOM ELEVATION: "LES SCHWAB LOGO" 46.77 SF
 - SHOWROOM ELEVATION: "LES SCHWAB LOGO" 46.77 SF
 - LOADING ELEVATION: "LES SCHWAB LOGO" 46.77 SF

FREE STANDING SIGN

- AS ALLOWED BY CODE: LES SCHWAB PREFERS ONE MONUMENT SIGN AND ONE PYLON SIGN.





1 FRONT ELEVATION
SCALE: 1/16" = 1'-0"



2 SHOWROOM ELEVATION
SCALE: 1/16" = 1'-0"

MATERIAL LEGEND:

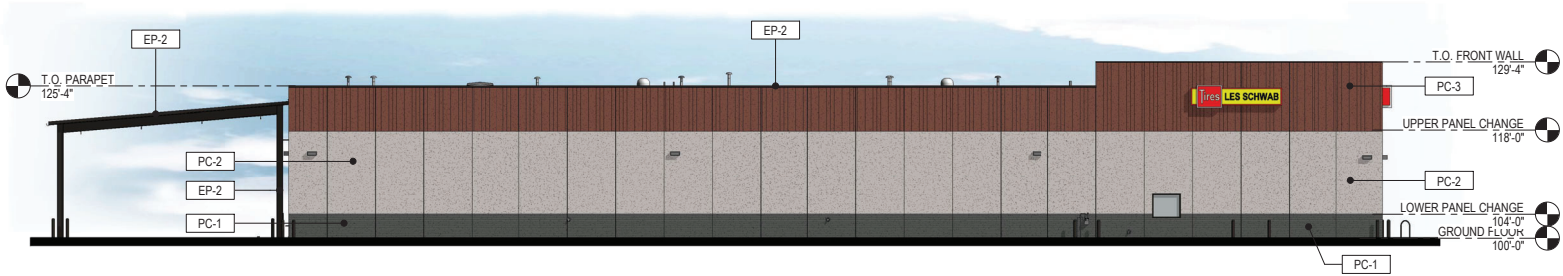
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PC-3	FABCON PRE-CAST PANEL, EXPOSED AGGREGATE W/ VERTICAL PATTERNED RELIEF STAIN: SHERWIN WILLIAMS, COLOR 7594 - CARRIAGE DOOR
SP-1	SOFFIT PANEL PAC-CLAD FLUSH SOLID W/ PVDF WOOD GRAIN FINISH (COPPER)
SF-1	SITE FURNISHINGS IN DARK BRONZE, TRASH RECEPTACLE AND BENCH
EP-2	EXTERIOR PAINT SUPERPAINT EXTERIOR ACRYLIC LATEX SATIN A89W01151 (MATCH KAWNEER #40 DARK BRONZE), REF SPEC



PROTO SET Q1 2024 | LES SCHWAB TIRE CENTER - CITY, STATE
DESIGN CRITERIA

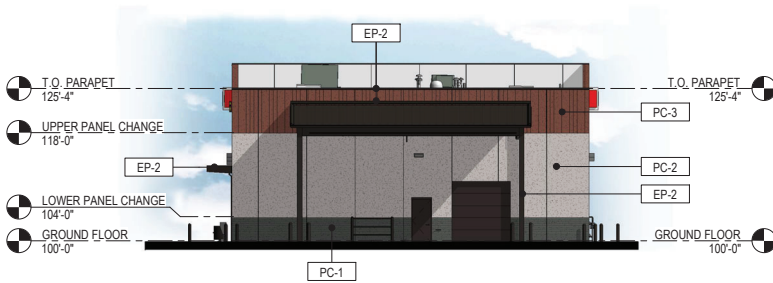
SM 7 BAY RH LINEAR PRECAST STORE - PROTOTYPE Q1 2024

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3 REAR ELEVATION

SCALE: 1/16" = 1'-0"



4 LOADING ELEVATION

SCALE: 1/16" = 1'-0"

MATERIAL LEGEND:

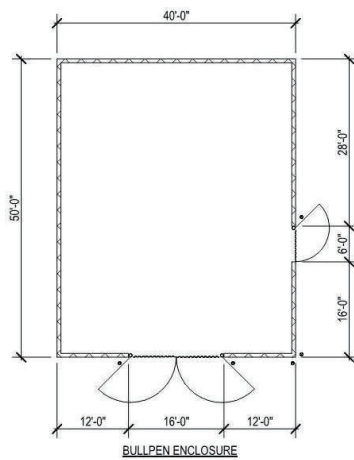
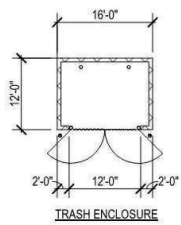
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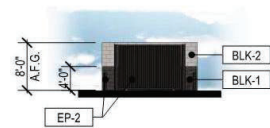
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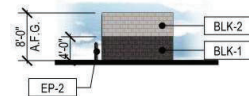
03.27.2024



1 TRASH ENCLOSURE PLANS
SCALE: 1/16" = 1'-0"



2 TRASH ENCLOSURE FRONT ELEVATION
SCALE: 1/16" = 1'-0"



3 TRASH ENCLOSURE RIGHT ELEVATION
SCALE: 1/16" = 1'-0"



CITY OF ELK RIVER
SHERBURNE COUNTY

CONDITIONAL USE PERMIT
Case No. CU 24-06

Permit. Subject to the terms and conditions set forth herein, the City of Elk River hereby grants a Conditional Use Permit (“Permit”) requested by Nicole Olmstead of Cushing Terrell for the following use:

Conditional Use Permit for a motor vehicle specialty service station at 17994 Zane Street NW

Property. The Permit is for the following described property (“Subject Property”) in the City of Elk River, Sherburne County, Minnesota:

Lot 2, Block 1, ER Ventures 2nd Addition, Sherburne County, Minnesota

Owner. Owner of the Subject Property at time of the approval of the Permit:

ER Ventures LLC, owner

Conditions. The Permit is issued subject to the following conditions:

- 1. The parking lot/driveway setback variance (V 24-04) must be recorded prior to issuing building permits.**
- 2. The use of hazardous materials such as oils, lubricants, chemicals, and solvents shall be handled in accordance with all state standards.**

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: June 17, 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

Les Schwab Retail Tire Center Conditional Use Permit

75-00882-0105

Zane S

75-00003-1102

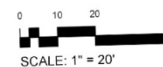
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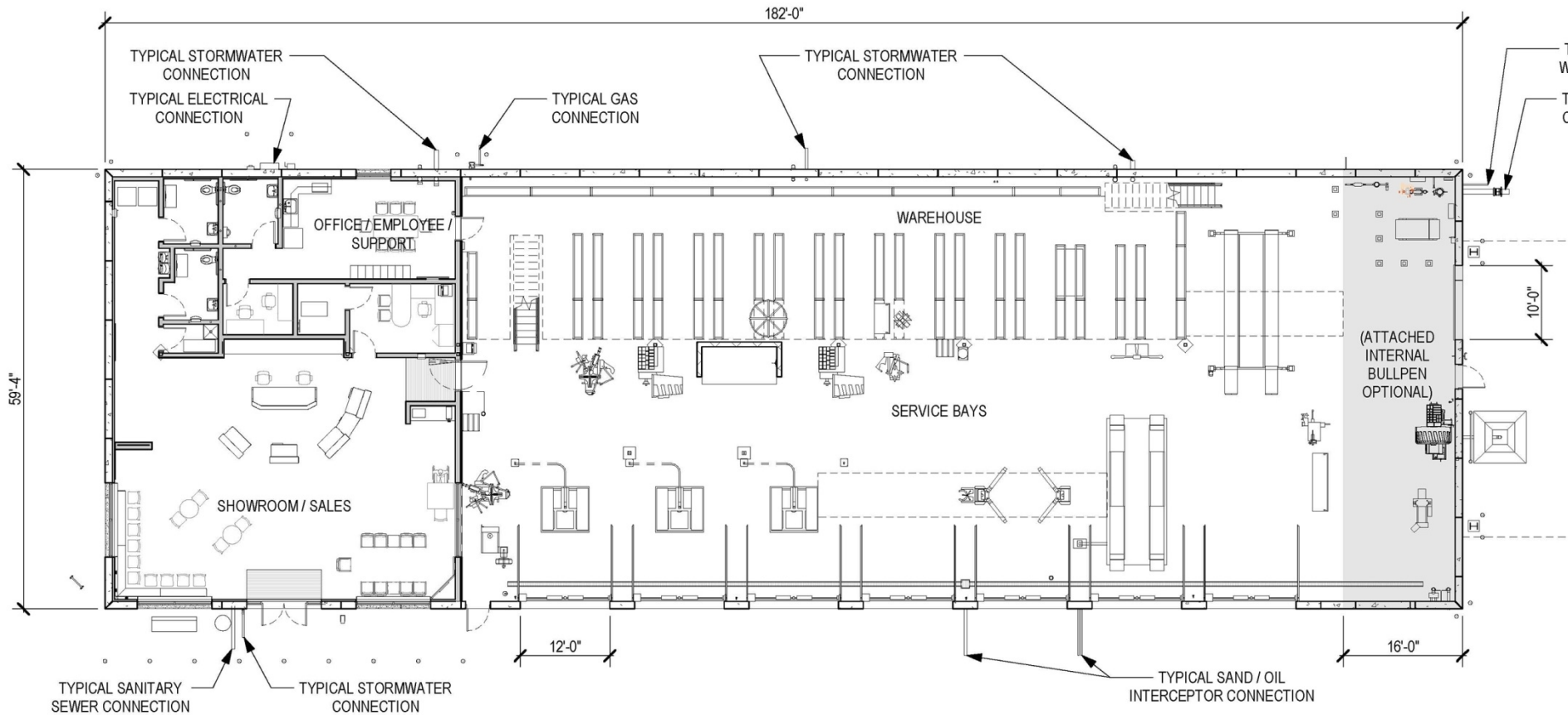
75-00882-0110

75-00747-0105

Background

- Requesting CUP to construct a Motor Vehicle Specialty Service Station (retail tire service station)
- 10,599 sq.ft. building
 - Tire warehouse
 - Retail showroom
 - Pull-through service canopy
 - Services brakes
 - Alignments
 - Oil changes
 - Other minor vehicle maintenance and repair





1 GROUND FLOOR PLAN

SCALE: 1/16" = 1'-0"



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DESIGN CRITERIA

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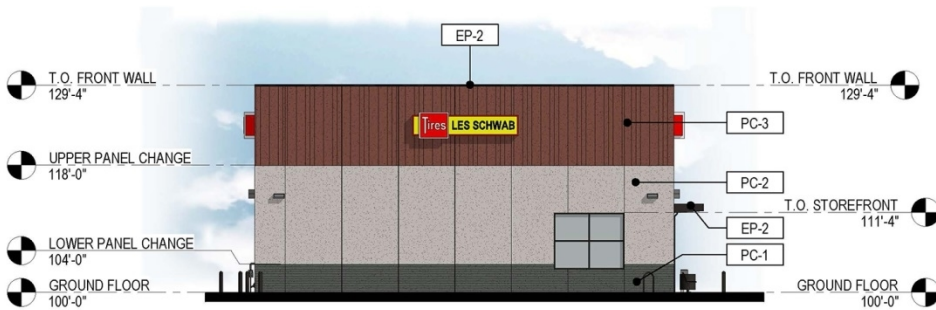
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03.27.2024



1 FRONT ELEVATION

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2 SHOWROOM ELEVATION

SCALE: 1/16" = 1'-0"

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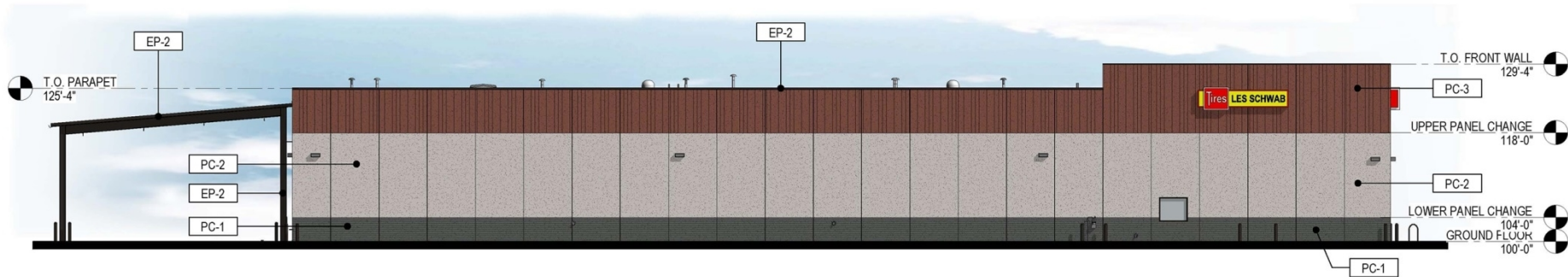
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4 LOADING ELEVATION

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Variances

- Received two variances to support the proposed project:
 - A reduced driveway setback
 - A reduction in the required number of trees.
- Both variances were approved by the BOA on May 28, 2024

Planning Commission

- No one spoke for or against the request and staff have not received any comments since the PC meeting
- PC's analysis of the application shows compliance with all seven (7) of the standards required for approval of the CUP
- The PC had no questions or concerns about the request and unanimously recommended approval

Action Requested

- Approved, by motion, the CUP with the two (3) conditions outlined in the memo

75-00882-0105

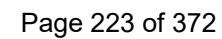
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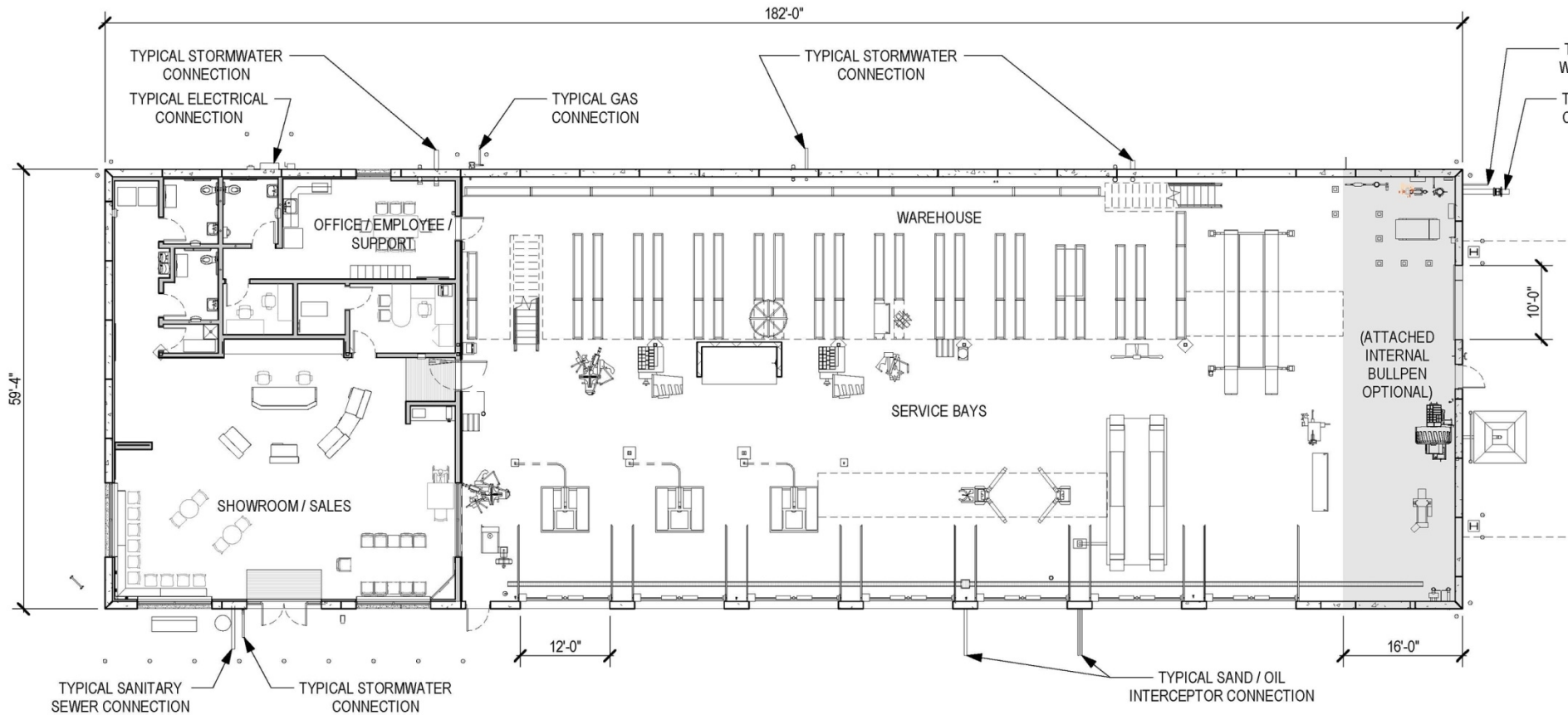
75-00003-1102

SITE

75-00882-0110

75-00747-0105





1 GROUND FLOOR PLAN

SCALE: 1/16" = 1'-0"



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SM 7 BAY RH LINEAR PRECAST STORE - PROTOTYPE Q1 2024

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03.27.2024



Request for Action

To
City Council

Item Number
7.4

Meeting Date
June 17, 2024

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Interim Use Permit: Residential Occupation with
Outdoor Storage, 10208 209th Ave NW - Jason Bye

Reviewed by
Zack Carlton
Cal Portner
Tina Allard

Action Requested

Approve, by motion, an Interim Use Permit with the following conditions to satisfy the standards outlined in Section 30-658 (c):

1. The applicant and/or property owner must apply for all required commercial building, electrical, plumbing, and/or mechanical permits before any interior commercial activities can occur.
2. A code analysis finding commercial building code compliance shall be prepared by an appropriate registered professional.
3. The fenced outdoor storage area shall be:
 - a. Limited to 20,000 square feet.
 - b. Fenced with a 6-foot tall 100% opaque fence with gates, to be closed when not in use.
4. The fenced outdoor storage area must be paved with an approved surface (Class 5, concrete, asphalt, or crushed concrete/asphalt).
5. The following shall be located within the fence outdoor storage area:
 - a. All equipment, vehicles, and products related to the business.
 - b. Garbage and recycling dumpsters.
 - c. All business/employee parking.
 - d. Portable outhouses.
 - e. Deliveries.
6. Dumpsters with lightweight materials shall be covered when not in use.
7. Except for company vehicles, equipment, and enclosed trailers, no materials or products can be stored higher than the top of the outdoor storage area fence.
8. The hours of operation shall be limited to 7:00 a.m.-7:00 p.m. Monday through Saturday.
9. Exterior lighting on the accessory structure and in the outdoor storage area shall comply with Section 30-937.
10. Dust control measures shall be used in the fenced yard area.
11. A stormwater retention pond, if required, shall be reviewed by city staff and installed in accordance with all applicable plans.
12. Outside of routine maintenance/repair completed only by the property owner, there shall be no major repair/maintenance of company vehicles/equipment on site. Routine maintenance/repair shall only occur inside the building with all doors and windows closed.

The Elk River Vision

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



13. The site shall not be serviced by delivery vehicles larger than 26,000 pounds gross vehicle weight, excluding vehicles servicing on-site dumpsters.
14. Access to the subject parcel, for business activities, shall occur only in the single driveway located on 209th Avenue/County Road 33.
15. Business delivery vehicles shall not back into the site from 209th Avenue/County Road 33.
16. Signage identifying the business/deliveries shall be installed per county and city requirements.
17. An amendment to this Interim Use Permit will be required for future expansions/additions not shown on the staff site plan dated June 17, 2024.
18. The idling of a truck tractor or other business equipment in excess of 15 minutes from April 16 through October 31, and 30 minutes from November 1 through April 15, is prohibited.

Background/Discussion

The property, approximately 13 acres in size, is zoned R1-a (Single Family Residential) where residential occupations with proposed outdoor storage and/or use of an accessory structure require an Interim Use Permit (IUP). The applicant requests an IUP to utilize the existing 20,000 sf fenced area (100% opaque) and accessory structure for indoor/outdoor storage, deliveries (likely a couple of times a week), equipment storage, and employee parking. The business specializes in cellular equipment construction across Minnesota and neighboring states. They erect cellular towers and provide civil construction services preparing the sites for the towers. The applicant is not requesting approval for production or manufacturing on the property.

Planning Commission

The Commission asked if the accessory structure was being used in the request and if the IUP could be revoked if conditions were not met. Staff clarified that the accessory structure is part of the request, and the permit can be revoked if conditions are not met.

Public Hearing

Deann Wells and Bryan Rucks, neighbors to the subject property, provided the following comments:

- Reviewed the code enforcement activities from February 2023.
- Outlined concerns about past practices/use of the property before the applicant applied for the CUP in 2023. They were concerned with the patterns of behavior reoccurring.
- They reviewed the following sections:

Section 30-801 discusses not jeopardizing the residential character or health, safety, and general welfare of the surrounding neighborhood and lists prohibited activities. Noted that the proposed operation does not add to their property value and described negative activities discussed during the applicant's previous CUP request.

Section 46-31 which is from the Public Nuisance Code, and states that excessive noise, disruption, and other public nuisance activities are injurious to the public health, safety, and welfare and interfere with the quiet enjoyment of life and property. They stated this code is set in place for those affected by these types of situations.

This section of the code is in place for all properties across the city for enjoyment of life and property in general. The city recognizes that introducing residential occupations in residential districts will be noticeable and strives to include approval conditions aimed at mitigating its impact.

Section 46-34 which is from the Public Nuisance code and lists nuisances, including materials covering more than one percent of the total lot area of a lot.

This section of the code is in place for all properties across the city but through the ordinance, outdoor storage of

occupational materials/equipment is allowed with an approved Interim Use Permit as part of a residential occupation.

The three ordinance sections are attached.

- Outlined concerns with the city processes, specifically with how city staff have spoken with the applicant regarding the IUP/CUP process and directed him to the necessary applications and required submittal materials.
- Stated one of the conditions from the July 25, 2023, Planning Commission staff report was not followed.
 - *The CUP application was withdrawn, so no conditions were approved or binding to the applicant.*
- A tractor and trailer are close to 26,000 pounds.
 - *Ordinance states that under permitted residential Occupations, Occupations shall not be serviced by delivery vehicles larger than 26,000 pounds gross vehicle weight.*
 - *Vehicles larger than 26,000 pounds can be approved with an IUP.*
- Deliveries stopping on the road, which is dangerous. What is going to be done to make sure no accidents occur?
 - *The county has reviewed the application and does not have concerns with the proposed activity (IUP). Their review notes that the use will not compromise the safety of the county road but agrees vehicles stopping on the road is a safety concern and suggests signage be installed. (A response letter from the county is attached)*
- What happens if the project is abandoned?
 - *It would be cleaned up by the property owner or the city would clean it up and assess it back to the property, as would be done with any property in any zoning district.*
- The applicant is asking for the same thing as he did with the 2023 CUP, nothing has changed.
 - *The proposed use is the same, but the City Council recently adopted updated residential occupation standards. Specifically, standards regulating outdoor storage on residential lots larger than 5-acres.*
- Somehow, in the last year, the city redid zones to allow this to occur. They did not see anything in the paper regarding how this was changed.
 - *The ordinance amendment process began in February 2023 (two months before the initial CUP application)*
 - *Public notices were published in the newspaper in August 2023 and again in October 2023*
 - *Large turnout at the October 24, 2023, Planning Commission public hearing supporting outdoor storage.*
 - *City Council approved the amendment in November 2023*
- Does not like the way this process is happening.
- Going by the ordinance and by their experience, they believe their concerns have been infringed upon.
- Trash pickup with commercial roll-off bins is likely over 26,000 pounds.
 - *Ordinance limits the size of delivery vehicles, again for permitted residential occupations.*
 - *The council can limit the number of times the bins can be serviced per week if they desire.*
- Questioned if it is fair that a business can run from 7:00-7:00 Monday – Saturday in a residential district next to homes where someone may want to host family gatherings and now need to worry about dust and noise?
- Was Sherburne County notified of the proposed project?
 - *The application was sent, via email on May 3, 2024, to six county staff for review, and city staff received no feedback.*
 - *Staff reached out again, per public comments, to verify the county comments were the same as the CUP review. A memo from the county is attached.*

Jason Bye, the applicant, had the following comments:

- He further explained his request and addressed speculations provided during the public hearings.

- Described the types of work his business does and how he plans to utilize the property.
- Understands that the building needs to meet commercial building codes.
- He noted that his operation is consistent with several other businesses operating with outdoor storage/accessory structures near his property, most without a CUP/IUP to an extent greater than what he is asking for.
- Noted that he installed 220 feet of privacy fencing along the west property line to help screen the storage area.
- He noted he now lets his employees drive company vehicles home, so there are fewer business and employee vehicles on site.
- Clarified that he spoke with staff before purchasing the property to discuss his options and that he was told a CUP would be required for a home occupation.
 - *Staff did speak with him before he purchased the property, as they do many times a year with people seeking to purchase land or a building and want to know their options, whether for a home occupation on a residential lot or a retail business on a commercial lot.*
- He has requested that his suppliers now make deliveries with a box truck rather than a semi-truck.
- He owns a semi-truck which he is allowed to have on the property.
 - *Section 30-991 states tractor-trailer parking (only in the R-1A district on parcels five acres or larger) is allowed as an accessory use.*
- Stated that when code enforcement was on his property in early 2023, his accessory building was under construction and that his employees did most of the work, contributing to the large number of people observed on-site.
- Has no concerns with the recommended conditions.

The Planning Commission had concerns about the proximity of the outdoor storage area to the house to the east but understood the updated residential occupation ordinance codified a 50-foot setback.

While the commission had concerns about the proximity of the outdoor storage area to the neighboring house, they unanimously recommended approval as there are conditions in place to mitigate impacts on neighboring properties.

Since the Planning Commission meeting, staff spoke with Ms. Wells at City Hall. Staff agreed the request (proposed use) has not changed but that the ordinance did change as it relates to the review and approval of residential occupations. After numerous discussions with the Planning Commission and City Council regarding changes to the residential occupation standards, the Council approved the amendment in late 2023. Staff reviewed the major changes within the ordinance amendment, including codified hours of operation, an IUP vs. CUP, and outdoor storage with lot size and distance requirements. Regarding her concerns that were noted during the public hearing and related to staff's role in advising applicants before and during the land use process, staff reiterated that their role includes guiding applicants through the public review process - including relevant application materials, documents, and likely conditions.

Lastly, after speaking with Sherburne County, staff added two additional conditions per their request.

Financial Impact

None

Mission/Policy/Goal

Meet changing needs - agile.

Opportunity to live, work, and play.

Attachments

1. Planning Commission Memo dated May 28, 2024
2. Location Map
3. Staff Site Plan 6-17-2024
4. Sections 30-801, 46-31, 46-34
5. Assistant Public Works Director-Deputy County Engineer Memo dated June 5, 2024
6. IU 23-01 Interim Use Permit
7. 7.4 Bye Presentation



Request for Action

To
Planning Commission

Item Number
5.3

Meeting Date
May 28, 2024

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Interim Use Permit: Residential Occupation with
Outdoor Storage, 10208 209th Ave NW - Jason Bye

Reviewed by:
Zack Carlton

Action Requested

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 - b. Fenced with a 6-foot tall 100% opaque fence with gates, to be closed when not in use.
4. The fenced outdoor storage area must be paved with an approved surface (Class 5, concrete, asphalt, or crushed concrete/asphalt).
5. The following shall be located within the fence outdoor storage area:
 - a. All equipment, vehicles, and products related to the business.
 - b. Garbage and recycling dumpsters.
 - c. All business/employee parking.
 - d. Portable outhouses.
 - e. Deliveries.
6. Dumpsters with lightweight materials shall be covered when not in use.
7. Except for company vehicles, equipment, and enclosed trailers, no materials or products can be stored higher than the top of the outdoor storage area fence.
8. The hours of operation shall be limited to 7:00 a.m.-7:00 p.m. Monday through Saturday.
9. Exterior lighting on the accessory structure and in the outdoor storage area shall comply with Section 30-937.
10. Dust control measures shall be used regularly in the fenced yard area.
11. A stormwater retention pond, if required, shall be reviewed by city staff and installed in accordance with all applicable plans.
12. Outside routine maintenance/repair, completed only by the property owner, there shall be no major repair/maintenance of company vehicles/equipment on site. Routine maintenance/repair shall only occur inside the building with all doors and windows closed.
13. Shall not be serviced by delivery vehicles larger than 26,000 pounds gross vehicle weight.

The Elk River Vision

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



14. Access to the subject parcel, for business activities, shall occur only at the single driveway located on County Road 33.
15. The idling of a truck tractor or other business equipment in excess of 15 minutes from April 16 through October 31, and 30 minutes from November 1 through April 15, is prohibited.

Background/Discussion

The Planning Commission and City Council began reviewing the residential occupation ordinance amendment back in February 2023. Several meetings over several months occurred, with outdoor storage being reviewed thoroughly. The council did not have concerns with considering outdoor storage in conjunction with residential occupations if it was on parcels 5 acres or larger, setback 50-feet or more from all existing residential structures (houses) on adjacent parcels, and follows Section 30-807 Outdoor Storage. The City Council approved the amendment in November 2023, which also states that residential occupations occurring in detached structures or have outdoor storage require an Interim Use Permit (IUP). The IUP process limits the business to the current property owner and not the property itself, as an approved IUP shall terminate when the property is sold or when a lease has expired.

The property, approximately 13 acres in size, is zoned R1-a (Single Family Residential) where residential occupations with proposed outdoor storage and/or use of an accessory structure require an IUP. The applicant is requesting an IUP to utilize both the existing 20,000 sq.ft. fenced in area (100% opaque) and accessory structure for indoor/outdoor storage, receiving deliveries (likely a couple of times a week), equipment storage, and employee parking. The business specializes in cellular equipment construction across Minnesota and neighboring states. They erect cellular towers as well as provide civil construction services, preparing the sites for the towers. The applicant is not requesting approval for production or manufacturing on the property.

The nearest neighboring house structure to the proposed outdoor storage area is approximately 65 feet away (50-feet required) with an accessory structure located approximately 35 feet away. The applicant has installed about 220-feet of fencing along the west property line to screen the screened outdoor storage area from the adjacent property.

If the IUP is approved, the Building Department will review the commercial building permit for all commercial building codes with the Engineering Department also reviewing the site for all stormwater regulations.

Employees

While the proposed business employs 10–20 employees, only a few will be on site during the day as the rest will meet on the job site. Employee vehicles will be parked in the outdoor storage area and could be on site for numerous days.

Deliveries

Deliveries will be received most often by a flatbed truck or Amazon type trucks delivering packages. The ordinance limits deliveries for residential occupations to vehicles no heavier than 26,000 pounds gross vehicle weight.

The city recognizes that introducing residential occupations in residential districts will be noticeable and strives to include approval conditions aimed at mitigating its impact.

Interim Use - Applicable Regulations

Before the city council may authorize an interim use, it must make the following findings:

1. *The period of time for which the interim use permit is to be granted will terminate before any adverse impacts are felt upon adjacent properties.*

The ordinance (Section 30-801) states an approved Interim Use Permit for a residential occupation shall terminate when the property is sold or when a lease has expired. Although termination does not guarantee adverse effects will not affect nearby properties, the residential occupation outdoor storage ordinance regulations and the approved conditions strive to prevent this outcome.

2. *There is adequate assurance that the property will be left in suitable condition after the use is terminated.*

The detached accessory structure and fenced-in area, the areas being reviewed, are currently located on the parcel. If the Interim Use Permit is terminated, the site will be left in a suitable condition.

3. *The use is similar to uses allowed in the zoning district in which the property is located.*

Outdoor storage is allowed with an IUP in the zoning district on properties 5-acres or larger. The subject property (13.34 acres) is well above the required minimum. The city has also approved residential occupations with outdoor storage areas.

4. *The date or event that will terminate the use can be identified with certainty.*

Yes, the ordinance states an approved Interim Use Permit for a residential occupation shall terminate when the property is sold or when a lease has expired.

5. *Authorizing the use will not impose additional costs on the public if it is necessary for the public to take the property in the future.*

If the public were to take over the property, no additional costs would be imposed on the public, as there are no extraordinary features to the request.

6. *The applicant and user agree to all conditions that the city council deems appropriate for authorization of the interim use.*

This will be determined at the City Council meeting.

7. *The applicant provides assurances deemed adequate by the city council that the use will terminate as provided in the interim use permit. The city council may require the applicant to deposit a cash amount with the city, or provide some other form of security, to ensure compliance with this criteria.*

Again, the ordinance states an approved Interim Use Permit for a residential occupation shall terminate when the property is sold or when a lease has expired. A cash deposit does not appear to be necessary to comply with the criteria.

8. *Authorization of the interim use will not result in adverse effects on the public health, safety, or welfare.*

The ordinance has predetermined acceptable lot sizes and distances from existing neighboring structures. With the Outdoor Storage Ordinance Regulations and proposed conditions, the use should not adversely affect the public health, safety, or welfare.

9. *The proposed interim use is consistent with the City of Elk River Comprehensive Plan and conforms to the city's zoning regulations.*

The use is consistent with the Comprehensive Plan which guides the property as Rural Residential and single family uses, with residential occupations, are allowed in the zoning district.

Financial Impact

None

Mission/Policy/Goal

Support the growth and development of the community.

Attachments

1. Location Map
2. Applicant's Narrative
3. Outdoor Storage Plans
4. Building Plan
5. Site Plan



Project Location Map

Jason Bye

Interim Use Permit

Case No: IU 24-01



Dear: City of Elk River:

I am the co-owner of Rothmeyer TEC, a wireless construction company based out of Anoka, MN (The “**Company**”). The Company specializes in cellular civil construction across Minnesota and neighboring states. I am asking the City of Elk River (the “**City**”) to consider allowing the accessory structure and surrounding fenced in yard on my property located at 10208 209th Avenue NW, Elk River, MN to be used as a home occupation by granting me an interim use permit to allow for the accessory structure and the surrounding yard to receive deliveries for the Company, store materials for the Company, to allow employees of the Company to park in the yard, and to allow for storage of certain vehicles.

This is not a request to use the property in an industrial manner; activity will be limited. The goal is to utilize the property as a point place for certain equipment needed before employees travel to a job site and to allow the employees to meet at a central location. No production or manufacturing will be occurring on the property. My family and I will continue to utilize the property for its primary purpose – a residential home. Other than common maintenance, machinery and vehicles will not be worked on.

Description/Scope of the Project. The property is about 13 acres in size. My family and I live at a residential home on the property. The accessory structure I am proposing to use is approximately 6,750 square feet. I would propose using a 20,000 square foot yard surrounding the accessory structure, which includes a fence surrounding the yard using 100% opaque material to shield and prevent anyone from being able to see the material being stored.

I am proposing to use the accessory structure on the property and the yard surrounding the structure to receive deliveries for the Company and store materials. Deliveries would be received most often by a flatbed truck or trucks like trucks delivering Amazon packages. The vehicles making the deliveries will create limited noise, the “beeping” typically heard with semi-trucks will not be an issue. The property is still primarily being used as a residence, so deliveries would likely only occur one to two times per week.

I would also like the Company to utilize the yard surrounding the accessory structure, for the purposes of parking Company vehicles, parking employee vehicles and storage of other Company material. Any materials stored in the yard would be properly screened. The employees will not be traveling to the property each day. They will travel to the property to drive together in a company vehicle to the job site, where they typically work for a week. There would be a limited increase in traffic.

The request is consistent with the comprehensive plan. The property is zoned in the R-1a district. The primary use of the property is residential, but I would also like to use the property for accessory use as allowed by City ordinance. The City does allow home occupations when permitted. The property is categorized as Rural Residential. Due to the nature and size of the property, neighbors are not close in proximity to the property, so the character of the district will be maintained.

I have had prior conversations with the City and the Planning Commission about using the property in the manner described above. Due to those conversations, I am proposing the following conditions for the property:

1. A fence is installed around the yard. The fenced off area is limited to 20,000 square feet, is 6 feet tall, and uses 100% opaque material. The fenced is laid out as depicted below:



2. The area inside the fence will be paved with a crushed concrete/asphalt surface.
3. All equipment related to the Company will be stored inside the fenced in area. This would include dumpsters, business/employee parking.
4. Dumpsters will be covered when not in use.
5. No material or products will be stored height than the fence, except for company vehicles and enclosed trailers.
6. The hours of operation shall be from 7:00 a.m. – 7:00 p.m. Monday through Saturday, when deliveries can be received.
7. Exterior lighting utilized for businesses purposes shall be limited to one hour a day during operational hours or directional fixtures will be used that meet the city ordinance.
8. Dust control measures will be utilized in the fenced area.
9. No major repair or maintenance of company vehicles or equipment shall occur on the property, outside of routine maintenance. Any minor maintenance or repair that needs to be completed will occur in the accessory structure.
10. Access to the property for business activities will occur at the driveway located on County Road 33.
11. The idling of business equipment in excess of 15 minutes will be prohibited from April 16 through October 31.
12. The idling of business equipment in excess of 30 minutes will be prohibited from November 1 through April 15.
13. The accessory structure will be brought up to commercial code before business related activity occurs at the property.
14. 200 feet of 7' tall fence is installed at the west property line to further screen the neighbors per previous council recommendations.



fence extension

75-113-3202

Material storage

Fence is approx 120ft
wide from east
property line

dumpsters

Fence is aprox 165ft
south from back of
outbuilding

planned fence
extension

75-588-0220

equipment parking

APPLICABLE CODE(S)

- 2020 Minnesota State Building Code.

OCCUPANCY CLASSIFICATION

- Group S-1, Moderate-hazard Storage. (Section 311.2)

TYPE OF CONSTRUCTION

- Type VB. (Table 601)

SPRINKLERS

- Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.12. (Section 903.2)
 - An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists: (Section 903.2.9)
 - A Group S-1 fire area exceeds 12,000 square feet.
 - **6,736 square foot fire area - Sprinklers not required.**
 - A Group S-1 fire area is located more than three stories above grade plane.
 - **Single-story - Sprinklers not required.**
 - The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 24,000 square feet.
 - **6,736 square foot fire area - Sprinklers not required.**
 - A Group S-1 fire area used for the storage of commercial motor vehicles where the fire area exceeds 5,000 square feet.
 - Commercial Motor Vehicles are used to transport passengers or property where the motor vehicle either has a gross vehicle weight rating of 10,000 pounds or more; or is designed to transport 16 or more passengers, including the driver.
 - **No storage of commercial motor vehicles - Sprinklers not required.**

OCCUPANCY SEPARATIONS

- **Single occupancy - Separations not required. (Section 508)**

FIRE-RESISTANCE RATINGS

- The building elements shall have a fire-resistance rating not less than that specified in Table 601. (Section 602.1)
 - Type VB = 0-hour fire-resistance rating. (Table 601)
 - **Building elements fire-resistance ratings not required.**
- The exterior walls shall have a fire-resistance rating not less than that specified in Table 602. (Section 602.1)
 - Fire separation distance $\geq$ 30 feet = 0-hour fire-resistance rating. (Table 602)
 - **Exterior wall fire-resistance rating not required.**

HEIGHT & AREA LIMITATIONS

- Group S-1, Type VB, non-sprinklered.
 - Allowable building height above grade plane = 40 feet. (Table 504.3)
 - **Actual = 24 feet. OK.**
 - Allowable number of stories above grade plane = 1-story. (Table 504.4)
 - **Actual = 1-story. OK.**
 - Allowable building area = 9,000 square feet. (Table 506.2)
 - **Actual = 6,736 square feet. OK.**
 - Note: Area factor increase due to frontage per Section 506.2.1 not calculated.

OCCUPANCY LOAD (Table 1004.5)

- Maximum floor area allowance per occupant. (Table 1001.5)
 - Warehouse space = 500 square feet (gross) per occupant.
 - **Total Building = 6,736 square feet/500 = 14 occupants.**
 - **Smaller space = 1,536 square feet/500 = 3 occupants.**
 - **Larger space = 5,200 square feet/500 = 11 occupants.**

DOORS - MEANS OF EGRESS

- Two exits or exit access doorways from any space shall be provided where the design occupant load or the common path of egress travel distance exceeds the values listed in Table 1006.2.1. (Section 1006.2.1)
 - Spaces with one exit or exit access doorway. (Table 1006.2.1)
 - Group S-1, non-sprinklered.
 - Maximum occupant load of space = 29 occupants.
 - Maximum common path of travel distance = 100 feet.
 - **Smaller space = 3 occupants actual.**
 - **80 feet common path of travel distance actual.**
 - **One exit access doorway required. OK.**
 - **Larger space = 11 occupants (14 occupants cumulative).**
 - **130 feet common path of travel distance.**
 - **Two exits required. OK.**
- Where two exits or exit access doorways are required from any portion of the exit access, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the building or area to be served measured in a straight line between them. (Section 1007.1.1)
 - **Required = 57'-7",**
 - **Actual = 104'-0". OK.**
- Means of egress door – minimum clear opening width 32 inches; maximum width of a swinging leaf 48 inches; and minimum clear opening height 80 inches. (Section 1010.1.1)
 - **Field verify exit access door out of smaller space is 36" x 80".**
 - **Field verify both exit doors out of larger space are 36" x 80".**

- Pivot or side-hinged swinging doors shall swing in the direction of egress travel where serving a room or area containing an occupant load of 50 or more persons. (Section 1010.1.2.1)
 - **Actual occupancy = 14. OK.**
- There shall be a floor or landing on each side of a door. Such floor or landing shall be at the same elevation on each side of the door. Landings shall be level except for exterior landings, which are permitted to have a slope not to exceed 0.25 unit vertical in 12 units horizontal [2-percent slope]. (Section 1010.1.5)
 - Landings shall have a width not less than the width of the door. Doors in the fully open position shall not reduce a required dimension by more than 7 inches. Landings shall have a length measured in the direction of travel of not less than 44 inches. (Section 1010.1.6)
 - **Exterior landings required at both exit doors out of larger space.**

EGRESS ILLUMINATION

- The means of egress serving a room or space shall be illuminated at all times that the room or space is occupied. (Section 1008.2)
 - The means of egress illumination level shall be not less than 1 footcandle at the walking surface. (Section 1008.2.1)
 - Illumination shall be provided along the path of travel for the exit discharge from each exit to the public way. (Section 1008.2.3)
 - **Interior illumination required at both smaller & larger spaces.**
 - **Exterior illumination required at both exit doors out of larger space.**
- In the event of power supply failure in rooms and spaces that require two or more means of egress, an emergency electrical system shall automatically illuminate all aisles. (Section 1008.3.1, Item #1)
 - The emergency power system shall provide power for a duration of not less than 90 minutes and shall consist of storage batteries, unit equipment or an on-site generator. (Section 1008.3.4)
 - Emergency lighting facilities shall be arranged to provide initial illumination that is not less than an average of 1 footcandle and a minimum at any point of 0.1 footcandle measured along the path of egress at floor level. Illumination levels shall be permitted to decline to 0.6 footcandle average and a minimum at any point of 0.06 footcandle at the end of the emergency lighting time duration. (Section 1008.3.5)
 - **Emergency illumination required at exit aisles through larger space only.**
 - **Emergency illumination recommended at exit aisles through smaller space.**
 - In the event of power supply failure in buildings that require two or more means of egress, an emergency electrical system shall automatically illuminate all of the exterior landings at exit doorways. (Section 1008.3.2, Item #5)
 - **Emergency illumination required at both exit doors out of larger space.**
 - In the event of power supply failure, an emergency electrical system shall automatically illuminate the electrical equipment room. (Section 1008.3.3, Item #1)
 - **Emergency illumination required in electrical equipment room.**

EXIT SIGNS

- Exits and exit access doors shall be marked by an approved exit sign readily visible from any direction of egress travel. (Section 1013.1)
- Exit signs are not required in rooms or areas that require only one exit or exit access. (Section 1013.1, Exception #1)
- Exit signs shall be internally or externally illuminated. (Section 1013.1)
 - **Illuminated exit signs required at both exit doors out of larger space only.**
 - **Illuminated exit sign recommended at exit access door out of smaller space.**

EXIT ACCESS

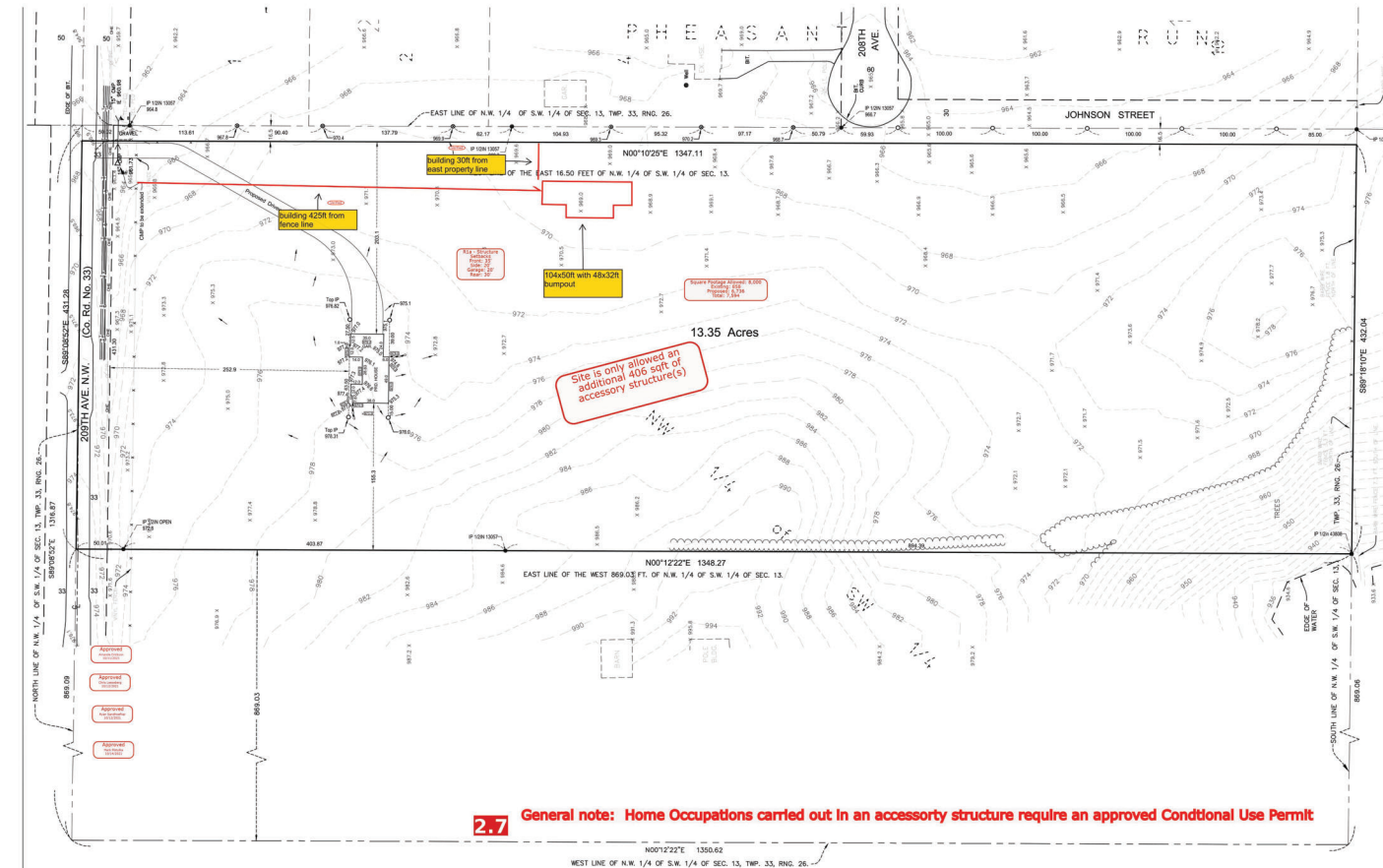
- Means of egress are not prohibited through adjoining or intervening rooms or spaces in a Group S occupancy where the adjoining or intervening rooms or spaces are the same or a lesser hazard occupancy group. (Section 1016.2, Item #2 Exception)
 - **Smaller space egress passes through larger space. OK.**

TRAVEL DISTANCE

- Group S-1, non-sprinklered.
 - Exit access travel distance = 200 feet. (Table 1017.2)
 - **Actual = 180 feet. OK.**

PLUMBING FIXTURES

- Minimum number of required plumbing fixture. (Table 2902.1)
 - Group S-1, 14 occupants.
 - Water Closet, 1 per 100 occupants.
 - Separate facilities [*for each sex*] shall not be required in structures or tenant spaces with a total occupant load, including both employees and customers, of 25 or less. (Section 2902.2, Exception #2)
 - **One water closet required.**
 - Bathtubs/Showers.
 - **Bathtub/shower not required.**
 - Lavatories, 1 per 100 occupants.
 - **One lavatory required.**
 - Drinking Fountains, 1 per 1,000 occupants.
 - A drinking fountain shall not be required in buildings or tenant spaces having an occupant load of less than 50. (Table 2902.1, Footnote H)
 - **Drinking fountain not required.**
 - Service Sink.
 - **One service sink required.**



2.7 General note: Home Occupations carried out in an accessory structure require an approved Conditional Use Permit

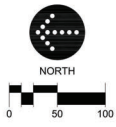
Denotes potential retaining systems that may be necessary to maintain key grading concepts and manageable slopes on the proposed lot. Final configuration and materials will be determined by builder upon final lot grading.

PROPERTY DESCRIPTION
That part of the Northwest Quarter of the Southwest Quarter of Section 13, Township 33, Range 28, lying East of the West 869.03 feet thereof, and lying West of the East 16.50 feet thereof, Stearns County, Minnesota.

PROPOSED ELEVATIONS
HOUSE TYPE: FULL BASEMENT LOOKOUT
GARAGE FLOOR ELEVATION = 979.2
TOP OF FOUNDATION ELEV. = 979.5
BASEMENT FLOOR ELEVATION = 971.5
REAR LOOKOUT ELEVATION = 974.5

SITE SYMBOLS

- SPOT ELEVATION
- PROPOSED ELEVATION
- CHANGING DIRECTION
- 12" x 12" IRON PIPE SET WITH A PLASTIC CAP MARKED #12007 OR 24332
- 1/4" DIA. SET
- IRON PIPE FOUND



CLIENT
Jason Bye
8105 RIDGE ROAD
BIG LAKE, MN 55309
TEL: 612-252-0070

MUNICIPALITY
Elk River

PROJECT
BYE PROPERTY
ELK RIVER, MN

CERTIFICATION
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 Land Surveyor under the laws of the state of Minnesota.

Survey No. 2222 Date: 07/20/2022

Signature: [Signature] License No. 2222

REVISION HISTORY

DATE	REVISION	REVISION
07/20/2022	0000000000	000

PROJECT MANAGER REVIEW
BY: [Signature] DATE: 07/20/2022

LANDFORM
From Site to Finish

105 South Fifth Avenue Suite 313 Minneapolis, MN 55401
Tel: 612-252-0070 Fax: 612-252-0077 Web: landform.net

FILE NAME: 222219484-011 HSE.DWG
PROJECT NO: 222219484-001

CERTIFICATE OF SURVEY
SHEET NO. 1/1

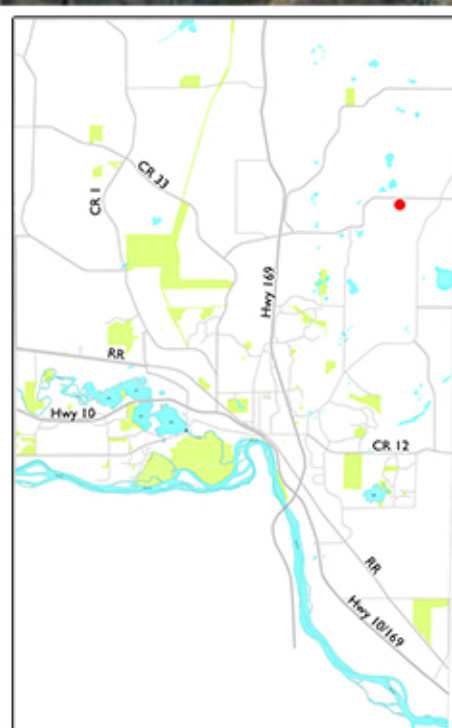


Project Location Map

Jason Bye

Interim Use Permit

Case No: IU 24-01



STAFF SITE PLAN - 6/17/2024

County Road 33 (209th Avenue)

Signage identifying the business/deliveries shall be installed per county and city requirements.

All business activity shall access at the driveway only and business delivery vehicles shall not back into the site from the road.

6,750 sq.ft. max
Accessory
Structure

20,000 sq.ft. max
Outdoor Storage

No access for business
activities allowed from
cul-de-sac

208th Avenue

Sec. 30-801. Residential occupations.

- (a) *Purpose.* The purpose of this section is to provide a means, through the establishment of specific standards and procedures, by which residential occupations can be conducted in residential neighborhoods, without jeopardizing the residential character or health, safety, and general welfare of the surrounding neighborhood as well as the users of the property. In addition, this section is intended to provide a mechanism enabling a distinction between permitted residential occupations and interim residential occupations, so that permitted residential occupations may be allowed through an administrative process rather than a quasi-judicial hearing process.
- (b) *Prohibited activities.* No residential occupation (permitted or interim) shall:
- (1) Be conducted by an individual who does not reside on the property and uses the residence as a primary address for legal purposes.
 - (2) Operate between the hours of 7:00 p.m. and 7:00 a.m. Monday through Saturday and all day on Sunday.
 - a. Exception. Permitted residential occupations as outlined in section 30-801(c).
 - (3) Reduce the dimensions of accessory structure space, used for garage purposes, to less than 440 square feet where dimensions of 20' × 22' must be maintained.
 - (4) Constitute a fire hazard to neighboring residences, adversely affect neighboring property values, or constitute a nuisance or otherwise be detrimental to the neighbors because of excessive traffic, noise, glare, odor, electrical interference, vibration, dust and other nuisance or safety hazards.
 - (5) Involve any of the following:
 - a. Ammunition manufacturing.
 - b. Body shops.
 - c. Escort businesses.
 - d. Flea markets.
 - e. Gun repair and/or sales.
 - f. Hazardous materials or activities, as defined by the Minnesota State Building Code.
 - g. Machine shops.
 - h. Motor vehicle repairs, with the exception of parcels in the R1-A district on lots ten-acres or larger.
 - i. Motor vehicle sales.
 - j. Repair of internal combustion engines.
 - k. Sexually oriented land uses.
 - l. Wholesale or retail business, unless conducted entirely by courier, mail, or email.
 - m. Welding.
 - (6) Have signage greater than four square feet.
 - (7) Adversely affect governmental facilities and services, including roads, sanitary sewers, water, storm drainage, garbage service, police and fire service, sensitive environmental features, including lakes,

surface water and underground water supply and quality, wetlands, slopes, floodplains, and soils, or other.

- (c) *Permitted residential occupations.* Permitted residential occupations (occupation) shall be allowed subject to the conditions of this section, other applicable city ordinances, and state laws and statutes. Permitted residential occupations must satisfy the following criteria:
- (1) The occupation shall be carried out entirely within the dwelling unit.
 - (2) No noise, lights, odors, dust, gas, heat, vibration, glare, or other physical manifestations resulting from the occupation shall be evident beyond the boundaries of the property on which the occupation is being conducted.
 - (3) Use equipment which is not normally found in a home (such as, but not limited to, stationary power tools and salon seats), except that equipment which is typically in an office may be used.
 - (4) The occupation shall not require internal or external construction features not customarily found in single-family residential dwellings.
 - (5) A maximum of one full-time employee, or equivalent, other than those persons who customarily reside on the premises shall be employed.
 - (6) Occupations involving teaching shall not exceed two pupils at a time.
 - (7) Occupations shall not be serviced by delivery vehicles larger than 26,000 pounds gross vehicle weight.
 - (8) Occupations shall not create a parking demand more than that which can be accommodated in an existing driveway or approved surface area, where no vehicle is parked closer than 15 feet to the curb line or edge of the paved surface nor is parked within any right-of-way.
 - (9) On-site sales shall be limited to those clearly incidental to the services provided.
 - (10) There shall be no exterior evidence of the occupation such as displays or exterior storage of business equipment, materials, merchandise, inventory, and/or heavy equipment.
- (d) *Interim residential occupations.* Residential occupations that do not involve prohibited activities but do not satisfy the permitted residential occupation criteria may be allowed with approval of an interim use permit by the city council pursuant to the provisions of subdivision III of division 2 of this article.
- (1) The council may impose such specific conditions with regard to the proposed use as it considers necessary to promote compatibility with and minimize any potentially adverse effects upon adjacent properties, the neighborhood, or the city.
 - (2) Outdoor storage must satisfy the following criteria:
 - a. Shall be in the R1-A district on lots five acres or larger.
 - b. Shall follow section 30-807.
 - c. Shall be setback 50-feet or more from all existing residential structures on adjacent parcels.
- (e) *Inspections.* The city may at any reasonable time inspect the residential occupation to determine if the applicant is strictly adhering to the criteria for a permitted residential occupation or the conditions placed on an interim residential occupation.
- (f) *Revocation or expiration of an interim use permit for residential occupations.*
- (1) An approved interim use permit shall terminate when the property is sold or when a lease has expired.
 - (2) Expirations of interim residential occupations shall be as set forth in section 30-656.
 - (3) Revocation of interim use permits for residential occupations shall be as set forth in section 30-659.

(g) *Professional design services.* The applicant shall engage the services of a person licensed pursuant to Minn. Stats., Ch. 326 to verify existing/new structures meet current commercial building codes based on the use. The exceptions set forth in Minn. Stats., § 326.03, subd. 2, and Minnesota Rules, part 1800.5900 shall apply to this section.

(h) The property owner is responsible for the operations of the residential occupation and any liability related thereto.

(Ord. No. 23-24, § 3, 11-20-2023)

Editor's note(s)—Ord. No. 23-24, § 3, adopted November 20, 2023, repealed the former § 30-801, and enacted a new § 30-801 as set out herein. The former § 30-801 pertained to home occupations and derived from the Code of 1982, § 900.25; Ord. No. 05-09, § 2, adopted April 4, 2005; Ord. No. 14-16, § 1, adopted November 17, 2014; Ord. No. 19-11, § 1, May 20, 2019.

Cross reference(s)—Licenses and business regulations, ch. 38.

Sec. 46-31. Statement of purpose.

The purpose of this article of the Code is to prohibit certain conduct that is harmful to the health, safety, and welfare of the community and to prevent and abate nuisance conduct, events, characteristics or conditions and their deleterious effects on city. The council finds that excessive noise, disruption and other public nuisance activities are injurious to the public health, safety and welfare and interfere with the quiet enjoyment of life and property.

(Ord. No. 23-12, § 1, 6-5-2023)

Sec. 46-34. Public nuisances.

(a) The following are declared to be public nuisances:

- (1) All ponds or pools of stagnant water.
- (2) All decayed or unwholesome food offered for sale to the public.
- (3) Privy vaults and garbage cans which are not flytight and trash receptacles of insufficient size so as to not eliminate the storage of trash outside the covered receptacle.
- (4) The effluent from any cesspool, septic tank, or sewage disposal system discharging upon the surface of the ground.
- (5) Accumulations of manure, trash, household items, or other debris.
- (6) The pollution of any public well or cistern, stream or lake, canal or body of water by sewage, industrial waste or other substances.
- (7) All noxious weeds and other overgrown vegetation upon public or private property.
- (8) Dense smoke, noxious fumes, gas and soot, or cinders in such quantities as to render the occupancy of the property itself, or any other property, uncomfortable to a person or ordinary sensibilities.
- (9) Accumulations or storage in the open (i.e., not contained within a building) of any of the following items or any parts or accessories thereto:
 - a. All dangerous unguarded machinery, in any public place, or so situated or operated on private property as to attract the public;
 - b. Household appliances or furnishings;
 - c. Any motor vehicle which is inoperable, not currently licensed, or generally is not being driven.
 - d. Items which are not generally or normally used on the particular premises;
 - e. Firewood which is not neatly stacked;
 - f. Any other materials or items of any kind or nature which tend to harbor rats, mice, snakes, or vermin or otherwise a potential fire, health or safety hazard from such accumulations;
 - g. Pipe, lumber, forms, machinery, or other occupational materials kept up any property for more than 30 days except when in current use in construction or repair work; and
 - h. Accumulations of any items that tend to cause unsightly appearance of the premises and which cause discomfort for any other members of the public who may be using their own or public property.
 - i. The outside storage of pipe, lumber, forms, machinery, or other occupational materials upon property in a residential district and covering more than one percent of the total lot area of such property.
 - j. Dumpsters, bag dumpsters, and other rubbish containment containers (excluding standard trash and recycling bins used in conjunction with normal household or business operations) used for the disposal of garbage, trash, rubbish, etc. must be located on a paved or gravel surface and may not be placed within the public right-of-way.
 1. Dumpsters, bag dumpsters, and other rubbish containment containers are limited to 30 days within a calendar year, unless being utilized in conjunction with an active building

permit for a temporary service such as a construction or remodeling project benefitting the premises.

- (10) Violations of the International Property Maintenance Code or state building code which exist on the exterior of the property and create a potential fire, health or safety hazard.
- (11) Violations of the International Property Maintenance Code or state building code which cause unsightly appearance of the premises, and which cause discomfort for or interfere with any other members of the public and their use and enjoyment of their own or public property.
- (12) The improper storage of containers for the storage of waste.
 - a. For single-family dwellings, appropriate waste containers may be stored in the rear of the premises, may be stored in the side yard if screened from the street and adjoining properties, or may be stored within any structure located on the premises.
 - b. For commercial or multi-family residential buildings, appropriate waste containers may be stored in the rear of the premises or within any structure located on the premises. All trash areas that are visible from any public right-of-way will be screened on all sides. Trash or trash containers must not exceed the height of the screening. Required screening will be at least 95 percent opaque throughout the year, unless otherwise specified. Screening will be designed to be compatible with the architectural treatment of the principal building.
- (13) All signs, awnings, wires and other structures over the streets or sidewalks so situated or constructed as to endanger public safety.
- (14) The allowing of rainwater, ice, or snow to fall from any building or structure upon any street or sidewalk or to flow across any sidewalk.
- (15) Wastewater, excepting that of natural runoff rainwater or snow, which is cast upon or permitted to flow upon or over streets or other public property.
- (16) Any well, hole or excavation left uncovered or in such other condition as to constitute a hazard to a person being or coming upon the premises where the well, hole or excavation is located.
- (17) To own or have control of property or a building thereon which property or building has incomplete landscaping or exterior appearance and for which no building permit for construction work has been issued within the preceding 12 months.
- (18) All buildings, walls and other structures which have been damaged by fire, decay or otherwise, and which are so situated as to endanger the safety of the public.
- (19) To permit or suffer to be or remain offensive, hurtful, dangerous, unhealthy or uncomfortable to any person or neighborhood any sewer, private drain, sink, pool, cesspool, outhouse, privy vault, putrid or unsound flesh, meat, fish, skin, carcass, garbage (except in otherwise authorized containers), stagnant water, vegetable matter, weeds, rodents, vermin, rubbish, swill, offal, metal cans, ashes, litter, yard cleanings (except as otherwise authorized), or other unwholesome or offensive substance, liquid or other thing, in or upon premises or land occupied by or under the control of the party allowing such a condition.
- (20) To permit or allow upon one's private property a tree which is dead, diseased or otherwise not maintaining foliage on more than 50 percent thereof in the growing season.
- (21) For any person to urinate or defecate on public or private property other than in facilities provided for such functions.

-
- (22) All gambling devices, except those gambling devices known as paddlewheels or tipboards or apparatus used in conducting raffles, provided that a license to operate such gambling device has been obtained in accordance with the provisions of chapter 38, article V.
 - (23) Betting, bookmaking, and all apparatus used in such occupations.
 - (24) All trees, hedges, billboards, or other obstructions that prevent persons from having a clear view of all traffic approaching an intersection.
 - (25) The outside piling, storing, or keeping of old machinery, junk, junk vehicles or inoperable vehicles, unlicensed vehicles, car parts, debris, trash, or abandoned motor vehicles as defined by Minn. Stat. ch. 168B, regardless of whether such items are located on the ground or on a trailer.
 - (26) The outside storage of boats or other items that do not comply with the following requirements:
 - a. When stored outside, boats (except pontoon boats) shall be stored on a trailer designed for transporting the model, type, and size of boat on the trailer.
 - b. Covering items with a tarp or other covering not specifically designed for the items beneath the covering does not abate the nuisance.
 - (27) The placing or throwing on any street, alley, road, highway, sidewalk or other public property of any glass, tacks, nails, bottles or other substances which may injure any person or animal or damage any pneumatic tire when passing over such substance.
 - (28) The parking of a truck tractor and/or trailer, or other commercial type vehicle, excluding pickup trucks or vans, in excess of 7,000 pounds gross weight, on:
 - a. Public property within an area zoned residential; and
 - b. Residential lots in all zoning districts below two and one-half acres in size, unless a residential occupation has been granted, provided the vehicle is parked on an approved surface, and all other provisions of the city code are complied with.
 - (29) The idling of a truck tractor in excess of 15 minutes from April 16 through October 31, and 30 minutes from November 1 through April 15.
 - (b) In the enforcement and interpretation of this section, the city shall take into account the fact that there is significant diversity of uses in the city, particularly the fact that substantial portions of the city are agricultural lands. Some of the listed nuisances may not be deemed to be nuisances when they are reasonably conducted and related to productive agricultural use of land.

(Ord. No. 23-12, § 1, 6-5-2023; Ord. No. 23-24, § 12, 11-20-2023)

Cross reference(s)—Offenses involving public safety, § 50-91 et seq.



David A. Roedel
Assistant Public Works Director

Sherburne County Government Center
13880 Business Center Drive
Suite 100
Elk River, MN 55330-4668
(763) 765-3000
1-800-433-5228

June 5, 2024

To: Elk River Planning Department

RE: IU 24-01 Jason Bye – 10208 209th Avenue NW
Interim Use Permit for residential occupational with outdoor storage.

1. No concerns with the proposed Interim Use Permit. After reviewing the site plan and narrative provided, I do not see the proposed activity will compromise the safety of the County Road. I am not anticipating the number of vehicles entering or exiting the site daily to exceed 100 trips. That would be the threshold for requiring a right turn lane into the property.

It has been brought to my attention that delivery vehicles are currently stopping on County Road 33 and are backing up on the roadway to enter the site. This is a safety concern and is not allowed. If the reason is backing for deliveries, a turnaround area should be provided on the interior of the site. If delivery drivers are not recognizing the business location, I would request specific signage be added that identifies the business and deliveries (with arrow). The sign would need to be located 50' from centerline of the road, outside future right of way. Signing would be per the City of Elk River requirements.

I would ask the Interim use permit to have language that identifies backing of vehicles on the county road is not allowed and this be a condition set forth in the permit. If the applicant does not abide by the conditions this would be grounds for revocation of the Interim Use Permit.

Please contact me if you have any questions.

David A. Roedel, PE

Assistant Public Works Director / Deputy County Engineer

CITY OF ELK RIVER
SHERBURNE COUNTY

INTERIM USE PERMIT
Case No. IU 24-01

Permit. Subject to the terms and conditions set forth herein, the City of Elk River hereby grants an Interim Use Permit (“Permit”) requested by Jason and Nicole Bye for the following use:

**Residential Home Occupation Interim Use Permit for an
Accessory Structure with Outdoor Storage at
10208 209th Ave. NW, Elk River, Minnesota**

Property. The Permit is for the following described property (“Subject Property”) in the City of Elk River, Sherburne County, Minnesota:

That part of the Northwest Quarter of the Southwest Quarter lying East of the West 869.03 feet thereof and lying West of the East 16.50 feet thereof, Section 13, Township 33, Range 26. Sherburne County, Minnesota.

Owner. Owner of the Subject Property at time of the approval of the Permit:

Jason T. Bye and Nicole M. Bye, owners

Conditions. The Interim Use Permit is issued subject to the following conditions to satisfy the standards set forth in 30-658 (c):

- 1. The applicant and/or property owner must apply for all required commercial building, electrical, plumbing, and/or mechanical permits before any interior commercial activities can occur.**
- 2. A code analysis finding commercial building code compliance shall be prepared by an appropriate registered professional.**
- 3. The fenced outdoor storage area shall be:**
 - a. Limited to 20,000 square feet.**

- b. Fenced with a 6-foot tall 100% opaque fence with gates, to be closed when not in use.
4. The fenced outdoor storage area must be paved with an approved surface (Class 5, concrete, asphalt, or crushed concrete/asphalt).
5. The following shall be located within the fence outdoor storage area:
 - a. All equipment, vehicles, and products related to the business.
 - b. Garbage and recycling dumpsters.
 - c. All business/employee parking.
 - d. Portable outhouses.
 - e. Deliveries.
6. Dumpsters with lightweight materials shall be covered when not in use.
7. Except for company vehicles, equipment, and enclosed trailers, no materials or products can be stored higher than the top of the outdoor storage area fence.
8. The hours of operation shall be limited to 7:00 a.m.-7:00 p.m. Monday through Saturday.
9. Exterior lighting on the accessory structure and in the outdoor storage area shall comply with Section 30-937.
10. Dust control measures shall be used in the fenced yard area.
11. A stormwater retention pond, if required, shall be reviewed by city staff and installed in accordance with all applicable plans.
12. Outside of routine maintenance/repair completed only by the property owner, there shall be no major repair/maintenance of company vehicles/equipment on site. Routine maintenance/repair shall only occur inside the building with all doors and windows closed.
13. Shall not be serviced by delivery vehicles larger than 26,000 pounds gross vehicle weight.
14. Access to the subject parcel, for business activities, shall occur only at the single driveway located on 209th Avenue/County Road 33.
15. Business delivery vehicles shall not back into the site from 209th Avenue/County Road 33.
16. Signage identifying the business/deliveries shall be installed per county and city requirements.
17. An amendment to this Interim Use Permit will be required for future expansions/additions not shown on the staff site plan dated June 17, 2024.
18. The idling of a truck tractor or other business equipment in excess of 15 minutes from April 16 through October 31, and 30 minutes from November 1 through April 15, is prohibited.

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

Jason Bye Interim Use Permit



SITE

209th Ave

75-00588-0205

75-00588-0210

Hoover Street
↓

75-00113-3202

208th Avenue

75-00588-0145

Hoover Court

75-00588-0140

125

Background

- Zoned R1a, ~13 acres
- Requesting IUP to utilize both:
 - Accessory Structure (~6,750 sqft)
 - Outdoor Storage (20,000 sqft)
- For indoor/outdoor storage, receiving deliveries, equipment storage, and employee parking



fence extension

75-113-3202

Material storage

Fence is approx 120ft
wide from east
property line

dumpsters

Fence is aprox 165ft
south from back of
outbuilding

planned fence
extension

75-588-0220

equipment parking

Background

- The applicant is the co-owner of Rothmeyer TEC, a wireless construction company
- Specializes in cellular equipment construction
 - Telecommunication towers
 - Electrical work and connections
 - Civil construction services preparing the sites
- Not requesting approval for production or manufacturing

Background

- Proposed business employs 10–20 employees
 - A few will be on site during the day
 - The rest will meet on the job site
- Employee vehicles will be parked in the outdoor storage area and could be on site for numerous days
- Deliveries - most often by a flatbed truck or Amazon type trucks

Background

- Nearest house to the proposed outdoor storage area is approximately 80-feet (50-feet required)
- Applicant installed about 220-feet of fencing near the west property line to screen the screened outdoor storage area from the adjacent property



35.42

50.46

80.74

65.63

ST NW

10189 208TH
AVE NW



Planning Commission

- Asked if structure was being used and can an IUP be revoked?

Public hearing neighbors:

- Concerns with past practices/use
- Read three ordinance sections
- Concerns with the city process
- Vehicles stopping on County Road is dangerous
- Asking for the same thing as the 2023 CUP
- Delivery vehicle weight
- Is it fair a business can run 12 hours a day 6 days a week in a residential district?

Planning Commission

Public hearing applicant:

- Further explained his request and addressed speculations
- Operation is consistent with other businesses with outdoor storage/accessory structures near his property
- Now lets his employees drive company vehicles home, fewer business and employee vehicles on site
- Owns a semi-truck which he is allowed to have on the property
- Has no concerns with the recommended conditions

Planning Commission

- Commission had concerns about the proximity to the house to the east
- Understood the updated residential occupation ordinance codified a 50-foot setback

Planning Commission

- PC analysis of the application shows compliance with all nine (9) of the standards required for approval of the IUP
- While they had concerns about the proximity of the house, they unanimously recommended approval
 - Stating conditions are in place to mitigate impacts on neighboring properties

Sherburne County

- Reviewed the application
- Does not have concerns with the proposed IUP activity
- The use will not compromise the safety of the county road
- Agree vehicles stopping on the road is a safety concern
- Suggested two additional conditions
 - Delivery vehicles shall not back into site
 - Signage identifying the business/deliveries

Action Requested

- Recommend, by motion, approval of an IUP with the 18 conditions to satisfy the standards set forth in Section 30-658 (c)



fence extension

75-113-3202

Material storage

Fence is approx 120ft
wide from east
property line

dumpsters

Fence is aprox 165ft
south from back of
outbuilding

planned fence
extension

75-588-0220

equipment parking



ST NW

10189 208TH
AVE NW





SITE

209th Ave

75-00588-0205

75-00588-0210

Hoover Street

75-00113-3202

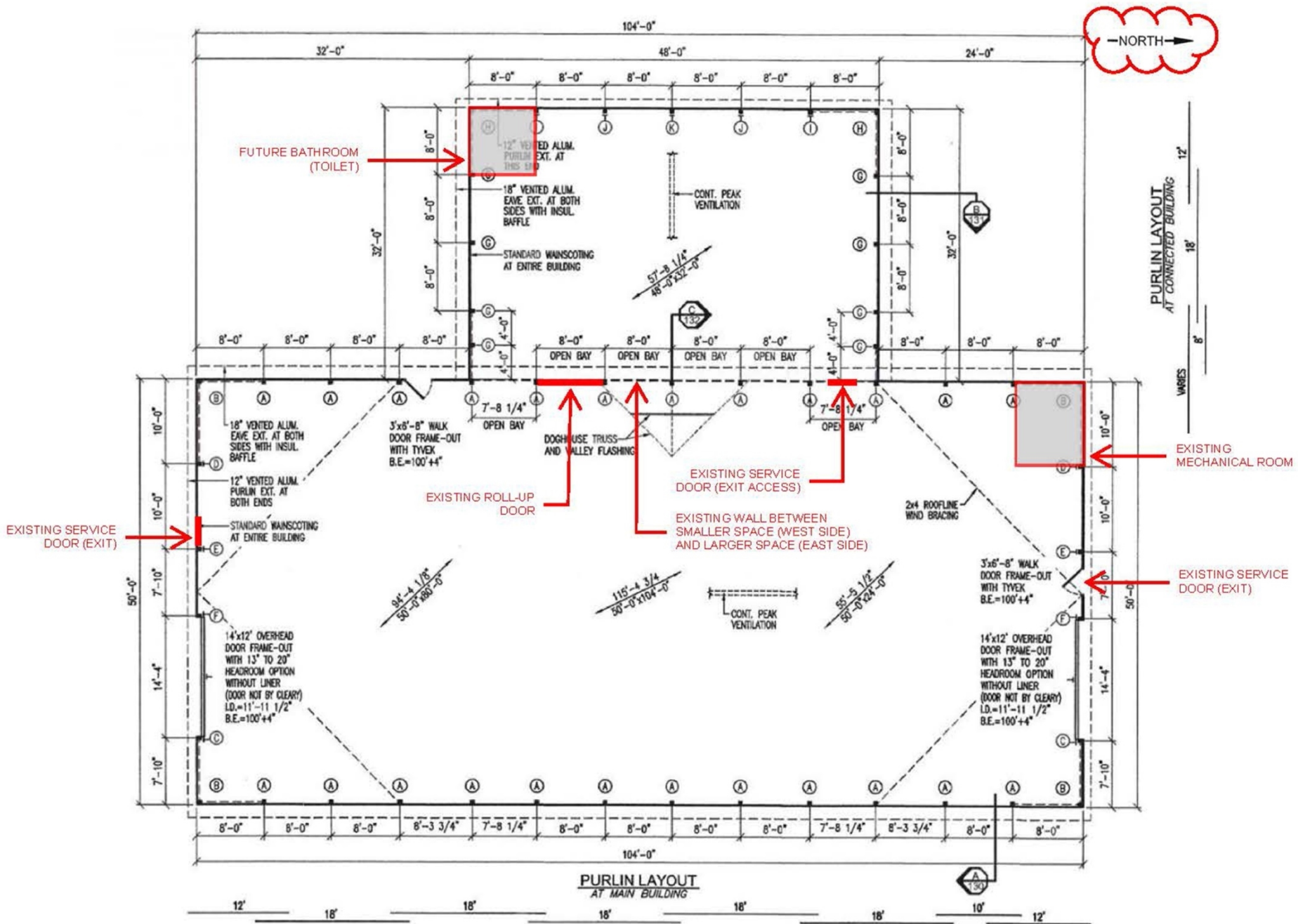
208th Avenue

75-00588-0145

Hoover Court

75-00588-0140

125



Applicable Regulations #1

The period of time for which the interim use permit is to be granted will terminate before any adverse impacts are felt upon adjacent properties.

- Section 30-801 states an approved IUP shall terminate when the property is sold or when a lease has expired
- Although termination does not guarantee adverse effects will not affect nearby properties
 - The outdoor storage ordinance regulations and the recommended conditions strive to prevent this outcome

Applicable Regulations #2

There is adequate assurance that the property will be left in suitable condition after the use is terminated.

- The detached accessory structure and fenced-in area, the areas being reviewed, are currently located on the parcel
- Common items on a residential parcel
- If the IUP is terminated, the site will be left in a suitable condition

Applicable Regulations #3

The use is similar to uses allowed in the zoning district in which the property is located.

- Outdoor storage is allowed with an IUP
 - On properties 5-acres or larger
- Subject property is well above the required minimum (13.34 acres)
- The city has approved residential occupations with outdoor storage areas

Applicable Regulations #4

The date or event that will terminate the use can be identified with certainty.

- Yes, the ordinance states an approved IUP shall terminate when the property is sold or when a lease has expired

Applicable Regulations #5

Authorizing the use will not impose additional costs on the public if it is necessary for the public to take the property in the future.

- There are no extraordinary features to the request
- If the public were to take over the property
 - No additional costs would be imposed on the public

Applicable Regulations #6

The applicant and user agree to all conditions that the city council deems appropriate for authorization of the interim use.

- This will be determined at the City Council meeting

Applicable Regulations #7

The applicant provides assurances deemed adequate by the city council that the use will terminate as provided in the interim use permit. The city council may require the applicant to deposit a cash amount with the city, or provide some other form of security, to ensure compliance with this criteria.

- Again, the ordinance states an approved IUP shall terminate when the property is sold or when a lease has expired
- A cash deposit does not appear to be necessary to comply with the criteria

Applicable Regulations #8

Authorization of the interim use will not result in adverse effects on the public health, safety, or welfare.

- The residential occupation ordinance has predetermined criteria:
 - Acceptable lot sizes
 - Distances from existing neighboring structures
 - Outdoor storage ordinance/regulations
- These, along with the proposed conditions should help to ensure no adverse affect to the public health, safety, or welfare

Applicable Regulations #9

The proposed interim use is consistent with the City of Elk River Comprehensive Plan and conforms to the city's zoning regulations.

- The use is consistent with the Comp Plan
- Guides property as Rural Residential
- Single family uses, with residential occupations, are allowed in the zoning district



Request for Action

To
City Council

Item Number
7.5

Meeting Date
June 17, 2024

Prepared By
Brent O'Neil, Economic Development Director

Item Description
Business Assistance Agreement - Heritage Millwork
Project Resolution 24-35

Reviewed by
Cal Portner

Action Requested

Following the public hearing, approve, by motion, Resolution 24-35 authorizing execution of a business assistance agreement with Heritage Millwork, Inc., PLM Properties, LLC, and affiliates.

Background/Discussion

The attached business subsidy agreement is a key implementation step to supporting the Heritage Millwork project in Elk River following City Council approval of Tax Increment Finance (TIF) District No. 29, EDA consideration of a business microloan, and participation in the city's Energy Incentive program. This action achieves two broad objectives.

First, whenever an incentive over \$150,000 is provided to support business goals the business subsidy agreement is a requirement of statute and the city's business subsidy policy. This agreement acknowledges the business subsidy being provided and memorializes terms and conditions between the city and the recipient of the incentive(s). Noteworthy in this agreement are job creation goals. Under the TIF portion of the agreement, the company must create 60 new positions within two years at the new site and all positions must exceed \$21 per hour. The business subsidy agreement also acknowledges the EDA's granting of a \$200,000 microloan and the anticipated utilization of the city's Energy Incentive program of approximately \$10,000.

Second, the business subsidy agreement has several attached documents and agreements-in-form which the Mayor and City Clerk are authorized to finalize and execute at the proper stages of the project. These include:

- Purchase Price Note - To be executed at the time of land sale, committing TIF funds to pay the city the full value of the Nature's Edge property and including a shortfall provision such that insufficient TIF payments would be supplemented with payments from the developer.
- Certificate of Completion - A document verifying the developer's compliance and completion of the project as stated in this agreement.
- Minimum Assessment Agreement - Setting the minimum assessed valuation of the property at \$8,238,400.

The Elk River Vision

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



- Guaranties - Corporate and personal guarantees providing added security for the delivery of the project and specifically full repayment of the purchase price note. This also includes a mortgage on the land sale.

Financial Impact

The TIF No. 29 plan allows for up to \$2,009,000 in tax increment proceeds to be utilized for this project, including \$1,378,000 in land costs, plus interest, site development, and city administration costs. This agreement allows TIF funds to be utilized towards the land and interest costs.

Mission/Policy/Goal

Promote Commercial and Industrial Development

Attachments

1. Resolution - Heritage Business Assistance Agreement
2. Heritage Development Agreement



City of Elk River City Council

Resolution 24-35

A Resolution of the City Council of the City of Elk River Approving a Development Assistance Agreement with PLM Properties, LLC and Heritage Millwork Inc.

BE IT RESOLVED by the City Council (the “City Council”) of the City of Elk River, Minnesota (the “City”) as follows:

Section 1. Recitals.

1.01. On June 3, 2024, following a duly noticed public hearing, the City established Tax Increment Financing District No. 29 (the “TIF District”), an economic development district within Development District No. 1 in the City, and adopted a Tax Increment Financing Plan therefor.

1.02. PLM Properties, LLC, a Minnesota limited liability company, or an affiliate thereof or an entity related thereto (the “Developer”), plans to purchase certain real property in the TIF District (the “Property”), which is currently owned by the City.

1.03. The Developer proposes to acquire the Property from the City and construct, improve and equip thereon an approximately 110,000 square foot industrial warehouse facility (the “Project”) to be owned by the Developer and operated by Heritage Millwork Inc., a Minnesota corporation (the “Company”).

1.04. To make the Project financially feasible, the Developer has requested that the City (i) accept a purchase price note from the Developer in the amount of \$1,378,019.60 evidencing the Developer’s obligation to repay a loan for a portion of the \$1,378,020.60 purchase price for the Property (the “Purchase Price”) with interest (the “Purchase Price Note”); and (ii) exercise its authority and grant an energy rebate to the Developer (the “Energy Rebate”), both in accordance with the terms and conditions set forth in that certain Development Assistance Agreement, by and between the City, the Developer, and the Company (the “Agreement”).

1.05. The assistance provided to the Developer and the Company pursuant to the Agreement in the form of the Purchase Price Note and the Energy Rebate (collectively, the “Assistance”) constitutes a business subsidy within the meaning of Minnesota Statutes, Sections 116J.993 to 116J.995, as amended (the “Business Subsidy Act”), and on this date hereof the City Council held a duly noticed public hearing on the Assistance. The Agreement includes a business subsidy agreement whereby the Developer and the Company shall agree to meet certain job and wage goals in connection with the Assistance as required



by the Business Subsidy Act.

1.06. In addition, the City Council has received a proposal from the Company that the Economic Development Authority of the City of Elk River, Minnesota (the “EDA”) enter into a Loan Agreement (the “Loan Agreement” and together with related documents, the “Loan Documents”) in connection with a loan to the Borrower in the amount of \$200,000 (the “Loan”), pursuant to the EDA’s Microloan Program (the “Program”), to provide gap financing for equipment to be used at the Project. The Loan constitutes a business subsidy within the meaning of the Business Subsidy Act, and the Loan Agreement includes a “business subsidy agreement” as required under the Business Subsidy Act. The City has adopted a Business Subsidy Policy (the “Subsidy Policy”), which sets the general criteria for all types of subsidies granted by the EDA, all as required under the Business Subsidy Act. After a duly noticed public hearing held on this date hereof, the Board of Commissioners of the EDA approved the Loan and the Loan Documents.

Section 2. Agreement Approved.

2.01. The City hereby approves the Agreement substantially in accordance with the terms set forth in the form presented to the City Council including the provisions granting a business subsidy to the Developer and the Company, together with any related documents necessary in connection therewith, and without limitation all documents, exhibits, certifications or consents referenced in or attached to the Agreement, including the Purchase Price Note, an assessment agreement, and a personal guaranty, corporate guaranty and mortgage to secure the repayment of the Purchase Price Note by the Developer (collectively, the “Development Documents”) and hereby authorizes the Mayor and the City Administrator to negotiate the final terms thereof and, in their discretion and at such time as they may deem appropriate, to direct the Mayor and the City Clerk to execute the Development Documents on behalf of the City, and to carry out, on behalf of the City, the City’s obligations thereunder when all conditions precedent thereto have been satisfied.

2.02. The approval hereby given to the Development Documents includes approval of such additional details therein and such additional documents as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by legal counsel to the City and by the officers authorized herein to execute said documents prior to their execution; and said officers are hereby authorized to approve said changes and documents on behalf of the City. The execution of any instrument by the appropriate officers of the City herein authorized shall be conclusive evidence of the approval of such document in accordance with the terms hereof. This Resolution shall not constitute an offer and the Development Documents shall not be effective until the date of execution thereof as provided herein. In the event of absence or disability of the officers, any of the documents authorized by this Resolution to be executed may be executed without further act or authorization of the City Council by any duly designated acting official, or by such other officer or officers of the City Council as, in the opinion of the City Attorney, may act in their behalf.



2.03. Upon execution and delivery of the Development Documents, the officers and employees of the City are hereby authorized and directed to take or cause to be taken such actions as may be necessary on behalf of the City to implement the Development Documents.

Section 3. EDA Business Subsidy Approved.

3.01. In accordance with Section 116J.994, Subd. 3(d) of the Business Subsidy Act, the City hereby approves the Loan Agreement including the business subsidy agreement provided therein and consents to the EDA entering into the Loan Documents with the Borrower.

3.02. The City hereby approves the Loan in accordance with the Loan Documents in substantially the forms on file with the City's Economic Development Director together such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by legal counsel to the EDA and by the President and Executive Director of the EDA prior to executing said documents and the City further; and said officers are hereby authorized to approve said changes on behalf of the EDA. The execution of any instrument by the President and Executive Director shall be conclusive evidence of the approval of such document in accordance with the terms hereof.

Passed and adopted this 17th day of June 2024.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



DEVELOPMENT ASSISTANCE AGREEMENT

BY AND AMONG

THE CITY OF ELK RIVER, MINNESOTA,

PLM PROPERTIES, LLC

AND

HERITAGE MILLWORK, INC.

Dated as of: _____, 2024

This document was drafted by:
KENNEDY & GRAVEN, Chartered (GAF)
150 South 5th Street, Suite 700
Minneapolis, MN 55402
Telephone: (612) 337-9300

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DEVELOPMENT ASSISTANCE AGREEMENT

THIS AGREEMENT (the “Agreement”), made as of the ____ day of _____, 2024, by and among the CITY OF ELK RIVER, MINNESOTA (the “City”), a municipal corporation and political subdivision organized and existing under the Constitution and laws of the State of Minnesota, PLM PROPERTIES, LLC, a Minnesota limited liability company (the “Developer”), and HERITAGE MILLWORK, INC., a Minnesota corporation (the “Company”).

WITNESSETH:

WHEREAS, pursuant to Minnesota Statutes, Sections 469.124 through 469.134, the City has established Development District No. 1 (the “Development District”) and has adopted a development program therefor (the “Development Program”); and

WHEREAS, pursuant to the provisions of Minnesota Statutes, Sections 469.174 through 469.1794, as amended (the “Tax Increment Act”), the City has created Tax Increment Financing (Economic Development) District No. 29 (Heritage Millwork Development Project) (the “Tax Increment District”), and has adopted a tax increment financing plan therefor (the “Tax Increment Financing Plan”) which provides for the use of tax increment financing in connection with development within the Development District; and

WHEREAS, pursuant to the Tax Increment Act, the City is authorized to undertake certain activities to facilitate the development of real property by private enterprise; and

WHEREAS, the City intends to convey certain property in the City (the “Development Property”) to the Developer pursuant to a certain Purchase Agreement (the “Purchase Agreement”) for the purposes of constructing an approximately 110,000 square foot industrial warehouse facility (the “Project”) in accordance with the terms hereof to be operated by the Company, and has requested that the City accept the Purchase Price Note (as hereinafter defined) as payment for a portion of the Purchase Price (as hereinafter defined) for the Development Property; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and the health, safety, morals, and welfare of its residents, and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the Development Program has been undertaken; and

WHEREAS, in order to achieve the objectives of the Development Program and Tax Increment Financing Plan and particularly to make the land in the Development District available for development by private enterprise in conformance with the Development Program, the City has determined to provide substantial aid and assistance in connection with the Development Program and the Tax Increment Financing Plan by providing tax increment financing to pay the Purchase Price Note pursuant to the terms of this Agreement; and

WHEREAS, the City, pursuant to Minnesota Statutes, Section 469.192, is authorized to make loans to qualifying businesses located within the City for economic development; and

WHEREAS, the Developer has requested that the City exercise its authority and grant an energy rebate to the Developer (the “Energy Rebate”) in accordance with the terms of this Agreement; and

WHEREAS, the Purchase Price Note and the Energy Rebate constitutes a business subsidy within the meaning of Minnesota Statutes, Sections 116J.993 through 116J.995, as amended (the “Business

Subsidy Act”), and the City has adopted criteria for awarding business subsidies that comply with the Business Subsidy Act, after a public hearing for which notice was published in compliance with the Business Subsidy Act; and

WHEREAS, the City Council of the City has held a duly noticed public hearing on the business subsidy provided as represented by the Purchase Price Note and the Energy Rebate and this Agreement constitutes a subsidy agreement under the Business Subsidy Act;

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly applies from the context:

Agreement means this Development Assistance Agreement, as the same may be from time to time modified, amended or supplemented;

Assessment Agreement means the agreement between the City and Developer in substantially the form attached hereto as Exhibit E;

Benefit Date means the date on which a Certificate of Occupancy for the Project is issued by the City;

Business Day means any day other than Saturdays, Sundays and any “legal holiday”, which shall mean any state or federal holiday for which financial institutions or post offices are generally closed in the State of Minnesota for observance thereof. If any date herein set forth for the performance of any obligations by a party hereto or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall ipso facto be extended to the next business day following such Saturday, Sunday or legal holiday;

Business Subsidy Act means Minnesota Statutes, Sections 116J.993 to 116J.995, as amended;

Certificate of Completion means the certification in the form of the certificate attached hereto as Exhibit C and made a part of this Agreement, provided to the Developer, pursuant to Section 3.5 of this Agreement;

Construction Plans means the plans, specifications, drawings and related documents of the construction work to be performed by the Developer on the Project and the Development Property which (a) shall be as detailed as the plans, specifications drawings and related documents which are submitted to the appropriate building officials of the City, and (b) shall include at least the following for each building: (1) site plan; (2) foundation plan; (3) basement plans; (4) floor plan for each floor; (5) cross sections of each (length and width); (6) elevations (all sides); (7) landscape plan; and (8) such other plans or supplements to the foregoing plans as the City may reasonably request to allow it to ascertain the nature and quality of the proposed construction work;

City means the City of Elk River, Minnesota;

Closing Date or Closing means not later than September 30, 2024, or such other date as agreed to by the City and Developer on which the City will convey title to the Development Property to the Developer;

Company means Heritage Millwork, Inc., a Minnesota corporation, and its successors and assigns;

Corporate Guarantor means the Company;

Corporate Guaranty means the Corporate Guaranty in substantially the form set forth in Exhibit F, executed by the Corporate Guarantor;

County means Sherburne County, Minnesota;

Developer means PLM Properties, LLC, a Minnesota limited liability company and its successors and assigns;

Development District means the real property located within Development District No. 1;

Development Program means the program approved for the Development District;

Development Property means the real property located in the City of Elk River, Sherburne County, Minnesota legally described in Exhibit A attached hereto;

ERMU means the Elk River Municipal Utilities;

Energy Rebate means the rebate from the City to the Developer described in Section 3.8 hereof;

Event of Default means any of the events described in Section 6.1;

Guaranties means the Corporate Guaranty and the Personal Guaranties;

Guarantors mean the Corporate Guarantor and the Personal Guarantors;

Lease means the lease agreement between the Developer and the Company pursuant to which the Developer leases the Development Property and the Project to the Company for operation of the Company's business on the Development Property;

Market Value or Market Valuation means the market value of real property as determined by the county assessor in accordance with Minnesota Statutes, Section 273.11 (or as finally adjusted by any assessor, board of equalization, commissioner of revenue, or any court);

Maturity Date means February 1, 2035;

Mortgage means the mortgage in substantially the form set forth in Exhibit H to be executed by the Developer in favor of the City to secure the Purchase Price Note;

Payment Date means August 1 of the year commencing on August 1, 2026 and each February 1 and August 1 thereafter until the earlier of (a) the Maturity Date, or (b) the date that the Purchase Price Note has been paid in full, defeased, or terminated in accordance with its terms;

Personal Guarantors means, collectively, Patrick Menth, David Menth, Anna Pulde and Joseph Menth, all individuals;

Personal Guaranties means the Personal Guaranty in substantially the form set forth in Exhibit F, executed by each of the Personal Guarantors;

Project means the approximately 110,000 square industrial warehouse facility to be constructed by the Developer on the Development Property in accordance with the Construction Plans approved by the City;

Purchase Agreement means the Purchase Agreement, dated as of _____, between the City and the Developer for the sale of the Development Property to the Developer;

Purchase Price Note has the meaning set forth in Section 3.6(a) hereof;

Purchase Price Note Pledged Tax Increment means, on each Payment Date, 95% of the Tax

Increment attributable to the Development Property and paid to the City by the County in the six (6) months preceding the Payment Date;

Security Documents mean the Mortgage and the Guaranties;

State means the State of Minnesota;

Tax Increment means the tax increments derived from the Development Property and the improvements thereon which have been received and are permitted to be retained by the City in accordance with the TIF Act including, without limitation, Minnesota Statutes, Sections 469.177; 469.176, Subd. 4h; and 469.175, Subd. 1a, as the same may be amended from time to time;

Tax Increment Act means Minnesota Statutes, Sections 469.174 through 469.1794, as amended;

Tax Increment District means Tax Increment Financing District No. 29 (Heritage Millwork Development Project), as adopted by the City on June 3, 2024, which is qualified as an economic development district under the Tax Increment Act;

Tax Increment Financing Plan means the City's Tax Increment Financing Plan for the Tax Increment District, as approved by the City on June 3, 2024 and as may be amended from time to time;

Termination Date means the later of (a) date of the City's last receipt of Tax Increment from the Tax Increment District in accordance with Section 469.176, subdivision 1b(3) of the Tax Increment Act; or (b) the date the Purchase Price Note has been paid in full, defeased, or terminated in accordance with its terms; and

Unavoidable Delays means delays, beyond the reasonable control of the party seeking to be excused as a result thereof, which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, delays in delivery of materials for the Project, or acts of any federal, state or local governmental unit which directly result in delays.

ARTICLE II

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 2.1 Representations and Warranties of the City. The City makes the following representations, warranties and covenants:

(a) The City is a municipal corporation and political subdivision organized under the provisions of the Constitution and laws of the State of Minnesota and has the power to enter into this Agreement and carry out its obligations hereunder.

(b) The Tax Increment District is an “economic development district” within the meaning of Minnesota Statutes, Section 469.174, subdivision 12, and was created, adopted and approved in accordance with the terms of the Tax Increment Act.

(c) The Project as detailed in this Agreement is in conformance with the development objectives set forth in the Development Program and Tax Increment Financing Plan.

(d) The City makes no representation or warranty, either express or implied, as to the Development Property or its condition, or that the Development Property shall be suitable for the Developer’s or the Company’s purposes or needs.

Section 2.2 Representations and Warranties of the Developer. The Developer makes the following representations, warranties and covenants:

(a) The Developer is a limited liability company duly organized and in good standing under the laws of the State of Minnesota, is not in violation of any provisions of its organizational documents or the laws of the State, is duly authorized to transact business within the State, has power to enter into this Agreement and has duly authorized the execution, delivery, and performance of this Agreement by proper action of its governing members.

(b) If the Developer acquires the Development Property in accordance with this Agreement, the Developer will construct, operate and maintain the Project in accordance with the terms of this Agreement, the Development Program, and all applicable local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code, labor and public health laws and regulations).

(c) The Developer has received no notice or communication from any local, state, or federal official that the activities of the Developer or the City in the Development Program may be or will be in violation of any environmental law or regulation (other than those notices or communications of which the City is aware). The Developer is not aware of any facts the existence of which would cause it to be in violation of or give any person a valid claim under any local, state, or federal environmental law, regulation, or review procedure.

(d) The Developer has the power to enter into this Agreement, the Purchase Agreement, the Mortgage, and the Purchase Price Note, and to perform the obligations thereunder and by entering into and performing its obligations under this Agreement, the Purchase Agreement, the Mortgage, the Purchase Agreement, and the Purchase Price Note, the Developer will not be in violation of the its articles of organization, operating agreement or member control agreement or the laws of the State.

(e) The Developer will obtain or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable

local, state, and federal laws and regulations which must be obtained or met before the Project may be lawfully constructed.

(f) The construction of the Project would not be undertaken by the Developer, and in the opinion of the Developer, would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit provided for in this Agreement.

(g) The Developer will reasonably cooperate with the City with respect to any litigation commenced with respect to the Project; provided, however, that neither the Developer nor the Company shall be obligated to settle any litigation to which it is a party unless it approves such settlement in its sole discretion.

(h) The financing commitments which the Developer and the Company have obtained to finance construction of the Project, together with the equity funds available to the Developer and the Company, together with financing provided by the City pursuant to this Agreement and the Purchase Price Note will be sufficient to enable the Developer and the Company to successfully complete the Project.

(i) The Developer will reasonably cooperate with the City in resolving any traffic, parking, trash removal or public safety problems which may arise in connection with the construction of the Project.

(j) The Developer understands that the City may subsidize or encourage the development of other developments in the City, including properties that compete with the Development Property and the Project, and that such subsidies may be more favorable than the terms of this Agreement, and that City has not represented that development of the Development Property will be favored over the development of other properties.

(k) The Developer is not currently in default under any business subsidy agreement with any grantor, as such terms are defined in the Business Subsidy Act.

(l) The Developer did not obtain a building permit for any portion of the Project or for any other improvements on the Development Property not included in the calculation of the original tax capacity before the date of original approval of the TIF Plan by the City.

(m) The total development costs of the Project are estimated to be approximately \$_____, and the sources of revenue to pay such costs are approximately \$_____, excluding the Purchase Price Note and the Energy Rebate, and the Developer has been unable to obtain additional private financing for the total development costs.

(n) The proposed Project hereunder would not occur but for the Purchase Price Note and the Energy Rebate being provided by the City hereunder.

(o) The Developer represents that the Company is moving its current warehouse operations from Ramsey, Minnesota and consolidating its existing facility in the City to the Development Property due to challenges related to expanding at its existing site in Ramsey. The Developer represents that the Project will result in a net increase in jobs in the State.

Section 2.3 Representations and Warranties of the Company. The Company makes the following representations, warranties and covenants:

(a) The Company is a Minnesota corporation duly organized and in good standing under the

laws of the State of Minnesota, is not in violation of any provisions of its organizational documents or the laws of the State, is duly authorized to transact business within the State, has power to enter into this Agreement and has duly authorized the execution, delivery, and performance of this Agreement by proper action of its governing members.

(b) The Company shall operate and maintain the Project in accordance with the terms of this Agreement, the Development Program, and all applicable local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code, labor and public health laws and regulations).

(c) The Company has the power to enter into this Agreement and the Corporate Guaranty and to perform the obligations thereunder and by entering into and performing its obligations under this Agreement and the Corporate Guaranty, the Company will not be in violation of its articles of incorporation, bylaws or the laws of the State.

(d) The Company will cooperate fully with the City with respect to any litigation commenced with respect to the Project; provided, however, that the Company shall not be obligated to settle any litigation to which it is a party unless it approves such settlement in its sole discretion.

(e) The financing commitments which the Developer and the Company have obtained to finance construction of the Project, together with the equity funds available to the Developer and the Company, together with financing provided by the City pursuant to this Agreement and the Purchase Price Note will be sufficient to enable the Developer and the Company to successfully complete the Project.

(f) The Company is not currently in default under any business subsidy agreement with any grantor, as such terms are defined in the Business Subsidy Act.

(g) The Company understands that the City may subsidize or encourage the development of other developments in the City, including properties that compete with the Development Property and the Project, and that such subsidies may be more favorable than the terms of this Agreement, and that City has not represented that development of the Development Property will be favored over the development of other properties.

ARTICLE III

PROJECT AND FINANCIAL ASSISTANCE

Section 3.1 Construction of Project. The Developer agrees that it will construct the Project on the Development Property in conformance with the Construction Plans.

Section 3.2 Commencement and Completion of Construction. Subject to Unavoidable Delays, the Developer shall commence, or cause to be commenced, construction of the Project beyond the point of site preparation by December 31, 2024. Subject to Unavoidable Delays, the Developer shall have substantially completed, or caused to be completed, the construction of the Project by December 31, 2025. The Project will be constructed by the Developer on the Development Property in conformity with the Construction Plans approved by the City. Prior to completion, upon the request of the City, and subject to applicable safety rules, the Developer will provide the City reasonable access to the Development Property. "Reasonable access" means at least one site inspection per week during regular business hours. During construction, marketing and rentals of the Project, the Developer will deliver progress reports to the City from time to time as reasonably requested by the City.

Section 3.3 Construction Plans. The Developer shall cause Construction Plans to be provided to the City, which shall be subject to approval by the City as provided in this Section 3.3. The Construction Plans shall provide for the Project to be constructed on the Development Property, and shall be in conformity with this Agreement, and all applicable federal, state and local laws and regulations. The City shall approve the Construction Plans in writing if: (a) the Construction Plans conform to the terms and conditions of this Agreement; (b) the Construction Plans conform to all applicable federal, state and local laws, ordinances, rules and regulations; (c) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Project; and (d) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.3 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, zoning or other ordinances or regulation of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit.

The Construction Plans must be rejected in writing by the City, accompanied by a written statement of the City specifying the respects in which the Construction Plans submitted by the Developer fail to conform to the requirements of this Section 3.3, within 60 days of submission or shall be deemed to have been approved by the City. If the City rejects the Construction Plans in whole or in part, the Developer shall submit new or corrected Construction Plans within 60 days after receipt by the Developer of the written notification of the rejection and written statement of the City's reasons for such rejection. The provisions of this Section 3.3 relating to approval, rejection and resubmission of corrected Construction Plans shall continue to apply until the Construction Plans have been approved by the City; provided, however, that in any event the Developer shall submit Construction Plans which are approved prior to commencement of construction of the Project. Approval of the Construction Plans by the City shall not relieve the Developer of any obligation to comply with the terms and provisions of this Agreement, or the provision of applicable federal, state and local laws, ordinances and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default.

If the Developer desires to make any material modification to the scope, size or use of the Project or to the site plan therefor after the Construction Plans have been approved by the City, the Developer shall submit the proposed revised Construction Plans to the City for its approval. If such material change in the Construction Plans conforms to the approval criteria listed in this Section 3.3 with respect to the

original Construction Plans, the revised Construction Plans shall be deemed approved by the City unless rejected in writing within 30 days by the City with a written statement of the City's reasons for such rejection. If the Developer desires to make any change which does not materially modify the scope, size or use of the Project or the site plan therefor, the Construction Plans need not be resubmitted.

Approval of Construction Plans hereunder is solely for purposes of this Agreement and shall not constitute approval for any other City purpose.

Section 3.4 Conveyance Subject to Right of Re-entry. The City's conveyance of the Development Property to the Developer pursuant to the Purchase Agreement will be made subject to a right of re-entry for breach of conditions subsequent in favor of the City. The condition subsequent is that, barring any Unavoidable Delays, the Developer shall have completed construction of the foundation of the Project on the Development Property in accordance with permits issued by the City by not later than _____, 2024. If Developer fails to satisfy such condition subsequent, the City shall provide written notice to the Developer and the Developer shall have 30 days from receipt of the City's notice to complete construction of the foundation of the Project. Failure to complete construction in such timeframe shall constitute a breach of the condition subsequent and the Developer shall re-convey the Development Property back to the City, without cost to the City. If the Developer fails to re-convey the Development Property to the City, the City may elect to exercise its right of reentry by commencing an action in Sherburne County District Court to establish the breach of the condition subsequent. If the City establishes a breach of the condition subsequent, title to and the right to possession of the Development Property and title to all improvements located thereon reverts to the City, without cost to the City, and the Developer is not entitled to any compensation from the City for the value of the Development Property or any improvements the Developer has made to the Development Property. The Developer must record the Certificate of Release set forth in the Deed in the proper County land records at its expense.

Section 3.5 Certificate of Completion. The Developer shall notify the City when construction of the Project has been substantially completed. The City shall conduct any inspections of the Project it determines necessary in order to determine whether the Project has been constructed in substantial conformity with the approved Construction Plans. If the City determines that the Project has not been constructed in substantial conformity with the approved Construction Plans, the City shall deliver a written statement to the Developer indicating in adequate detail the specific respects in which the Project has not been constructed in substantial conformity with the approved Construction Plans and the Developer shall have a reasonable period of time to remedy such deficiencies. The City shall re-inspect the Project within a reasonable period of time after receiving notice that such deficiencies have been remedied in order to determine whether the Project has been constructed in substantial conformity with the approved Construction Plans and this Agreement. Within a reasonable period of time after determining that the Project has been constructed in substantial conformity with the approved Construction Plans, the City will furnish to the Developer a Certificate of Completion certifying the completion of the Project after determining that the following conditions precedent have been satisfied:

(a) There shall exist no uncured Event of Default hereunder;

(b) The City has issued a certificate of occupancy for the Project;

(c) The City shall have reasonably determined that the Project has been substantially completed and constructed in accordance with all local, state and federal laws and regulations (including without limitation environmental, zoning, building code, and public health laws and regulations), and any applicable permits and in substantial conformity with this Agreement and the final construction plans approved by the City in connection with issuing construction permits, each as applicable;

(d) The Developer shall certify to the City that all costs related to the Project and the

development of the Development Property, including without limitation, payments to all contractors, subcontractors, and project laborers, have been paid prior to the date of the request to the City.

The Certificate of Completion issued for the Project shall conclusively satisfy and terminate the agreements and covenants of the Developer in this Agreement solely with respect to construction of the Project. The issuance of a Certificate of Completion under this Agreement shall not be construed to relieve the Developer of any inspection or approval required by any City department in connection with the construction, completion or occupancy of the Project nor shall it relieve the Developer of any other obligations under this Agreement.

Section 3.6 Purchase Price Note.

(a) The purchase price to be paid to the City by the Developer in exchange for the conveyance of the Development Property is \$1,378,020.60 (the "Purchase Price"). The Purchase Price shall be paid in cash from the Developer in the amount of \$1.00 and a purchase price note from the Developer in the amount of \$1,378,019.60 evidencing the Developer's obligation to repay a loan for a portion of the Purchase Price for the Development Property with interest (the "Purchase Price Note") in substantially the form attached hereto as Exhibit B. The Purchase Price Note shall accrue interest at the rate of 5.00% per annum. On each Payment Date, the City will credit against the principal amount of the Purchase Price Note plus accrued interest thereon at the rate of 5.00% per annum, the Purchase Price Note Pledged Tax Increment.

(b) The City is pledging Purchase Price Note Pledged Tax Increment to repayment of the Purchase Price Note. The Developer has no right or interest in any Tax Increment. The City retains the right to use any other legally available City funds to prepay the principal of and interest on the Purchase Price Note on any date.

Section 3.7 Agreement to Pay Purchase Price Note Pledged Tax Increment Shortfall. Annually on or before December 31 in the years 2026 through 2035, the City shall calculate whether the February and August payments of Purchase Price Note Pledged Tax Increment have been at or greater than the principal and interest due on the Purchase Price Note for that year, as shown on the amortization schedule attached to the Purchase Price Note. If, in the City's sole discretion, the Purchase Price Note Pledged Tax Increment has been less than the annual amount due under the Purchase Price Note for such year, the Developer shall pay an amount equal to the deficiency (a "Shortfall"). The Developer is obligated to pay a Shortfall within 15 days after receipt of a written notice from the City containing evidence of a Shortfall.

The Developer shall deliver the Assessment Agreement to the City to guarantee the amount of Purchase Price Note Pledged Tax Increment and shall deliver the Security Documents to the City to guarantee performance of the Developer's obligation to pay any Shortfalls or to pay the Purchase Price Note as provided in this Agreement.

Section 3.8 Energy Rebate.

(a) [The City agrees to waive its applicable payment in lieu of taxes ("PILOT") from ERMU for the Project for two years (the "Energy Rebate"). ERMU will pay the applicable payment in lieu of taxes for the Project to the City on annual basis commencing on the first-year anniversary of the issuance of a Certificate of Completion by the City and continuing for a period of two years. Upon receipt of funds from ERMU, the City will pay the Energy Rebate to the Developer within 30 days of receipt thereof.] The Energy Rebate shall be provided to the Developer only upon the satisfaction of the following conditions:

- (i) The Developer has received the Certificate of Completion;
- (ii) The Developer has complied with all provisions of the ERMU PILOT policy and the City is eligible to receive and waive PILOT payments for the Project; and
- (iii) The provision of the Energy Rebate has been approved by ERMU.

(b) The estimated value of the Energy Rebate to the Developer is \$10,000 payable over a period of 24 months. The final amount of the Energy Rebate shall be calculated monthly by ERMU and the City in their sole discretion. The City makes no warranties or representations to the Developer regarding the total amount of the Energy Rebate to be provided to the Developer. The City is providing the Energy Rebate to the Developer in the form of a forgivable loan. If the Developer does not comply with the provisions of Section 3.9, then the Developer is obligated to repay such loan as set forth therein. If the Developer complies with the job and wage goals of Section 3.9 hereof, then the forgivable loan will be forgiven in full.

Section 3.9 Business Subsidy Agreement.

(a) *Public Purpose.* In order to satisfy the provisions of the Business Subsidy Act, the Developer and the Company acknowledge and agree that the amount of the “Business Subsidy” granted to the Developer under this Agreement is the Purchase Price Note and the Energy Rebate, and that the Project is not feasible for the Developer and the Company to undertake without the Business Subsidy. The public purpose of the Business Subsidy is to develop industrial warehousing facilities, help develop underutilized land in the City, increase the tax base in the City and the State, and stimulate the creation of jobs, including construction jobs.

(b) *Operation of Site.* The Company shall continue its operations at the Development Property (the “Qualified Facility”) for at least 5 years after the Benefit Date (defined hereinafter). The Project will be a Qualified Facility as long as the Development Property is operated by the Company. The parties agree that the “Benefit Date” is the date that the City delivers the Certificate of Completion.

(c) *Job and Wage Goals.* By or before the “Compliance Date”, defined as the date two years after the Benefit Date, the Company shall cause at least 60 full-time equivalent jobs to be located at the Development Property with an hourly wage of at least \$21.00 per hour exclusive of benefits within two years from the Benefit Date. Notwithstanding anything to the contrary herein, if the wage and job goals described in this paragraph are met by the Compliance Date, those goals are deemed satisfied despite the Developer’s continuing obligations under Sections 3.9(b). The City may, after a public hearing, extend the Compliance Date by up to one year, provided that nothing in this section will be construed to limit the City’s legislative discretion regarding this matter.

(d) *Remedies.* If the Company fails to meet the goals described in Section 3.9(b) and 3.9(c), the Developer shall repay to the City upon written demand from the City a “pro rata share” of the principal amount of the Purchase Price Note and the Energy Rebate with interest thereon at the implicit price deflator rate as provided in Section 116J.994, subd. 6 of the Business Subsidy Act, accrued from the Benefit Date to the date of payment. The term “pro rata share” means percentages calculated as follows:

- (i) if the failure relates to the number of jobs, the jobs required less the jobs created, divided by the jobs required;
- (ii) if the failure relates to wages, the number of jobs required less the number of jobs that meet the required wages, divided by the number of jobs required;

(iii) if the failure relates to maintenance of the facility as a Qualified Facility in accordance with Section 3.9(b) 60 less the number of months of operation as a Qualified Facility (where any month in which the Qualified Facility is in operation for at least 15 days constitutes a month of operation), commencing on the Benefit Date and ending with the date the Qualified Facility ceases operation as determined by the City, divided by 60; and

(iv) if more than one of clauses (i) through (iii) apply, the sum of the applicable percentages, not to exceed 100%.

Nothing in this Section shall be construed to limit the City's remedies under Article VI hereof. In addition to the remedy described in this Section and any other remedy available to the City for failure to meet the goals stated in Section 3.9, the Company and the Developer agree and understand that they may not receive a business subsidy from the City or any grantor (as defined in the Business Subsidy Act) for a period of 5 years from the date of the failure or until the Developer satisfies its repayment obligation.

(e) *Reports.* The Developer must submit to the City a written report regarding business subsidy goals and results by no later than February 1 of each year, commencing February 1, 2026 and continuing until the later of (i) the date the goals stated in Sections 3.9(b) and (c) are met; (ii) 30 days after expiration of the period described in Section 3.9(b); or (iii) if the goals are not met, the date the subsidy is repaid in accordance with Section 3.9(d). The report must comply with Section 116J.994, subdivision 7 of the Business Subsidy Act. The City will provide information to the Developer regarding the required forms. If the Developer fails to timely file any report required under this Section, the City will mail the Developer a warning within one week after the required filing date. If, after 14 days of the postmarked date of the warning, the Developer fails to provide a report, the Developer must pay to the City a penalty of \$100 for each subsequent day until the report is filed. The maximum aggregate penalty payable under this Section is \$1,000.

(f) *Other assistance.* In addition to the Purchase Price Note and the Energy Rebate being provided by the City pursuant to this Agreement, the Economic Development Authority of the City is providing the Developer with a microloan in the amount of \$200,000 to assist with financing the Project.

(g) *Parent Corporation.* Neither the Developer nor the Company have parent corporations.

Section 3.10. Developer to Pay City Fees and Expenses. The Developer will pay all reasonable Administrative Costs (as defined below) of the City and must pay such costs to the City within 30 days after receipt of a written invoice from the City describing the amount and nature of the costs to be reimbursed. For the purposes of this Agreement, the term "Administrative Costs" means out of pocket costs incurred by the City, including without limitation legal, financial advisor, and other consultant costs of the City, all attributable to or incurred in connection with the establishment of the TIF District and adoption of TIF Plan and the review, negotiation and preparation of this Agreement (together with any other agreements entered into between the parties hereto contemporaneously therewith) and the review and approvals of other documents and agreements in connection with the Project or in connection with any amendments to any of the foregoing. In addition, certain engineering, environmental advisor, legal, land use, zoning, subdivision and other costs related to the development of the Development Property are required to be paid as provided in accordance with the City's planning, zoning, and building fee schedules. The parties acknowledge that the Developer deposited \$10,000 with the City toward payment of the Administrative Costs. If such costs exceed such amount, then at any time, but not more often than monthly, the City will deliver written notice to the Developer setting forth any additional fees and expenses, together with suitable billings, receipts or other evidence of the amount and nature of the fees and expenses, and the Developer agrees to pay all fees and expenses within 30 days of the City's written request.

Section 3.11. Restrictions on Use in Economic Development TIF District. (a) The TIF District is an economic development tax increment financing district within the meaning of the TIF Act and is subject, among other things, to the limitations of the types of uses permitted within the TIF District specified in section 469.176, subd. 4c of the TIF Act. Prior to the Termination Date, no more than 15 percent of the square footage of the Project may be used for a purpose other than:

- (i) The manufacturing or production of tangible personal property, including processing resulting in the change in condition of the property;
- (ii) Warehousing, storage, and distribution of tangible personal property, excluding retail sales;
- (iii) Research and development related to the activities listed in clause (1) or (2); or
- (iv) Space necessary for and related to the activities listed in clauses (1) to (3).

The Developer understands and acknowledges that a violation of the above limitations on use may cause the termination of the TIF District and constitutes an Event of Default under this Agreement. The Developer agrees to notify the City immediately if at any time prior to the Termination Date more than 15 percent of the Project are occupied by any use other than one or more of the above uses. The Developer agrees to indemnify, defend and hold harmless the City for any damages or costs resulting from a failure to limit the Project to the uses allowed in an economic development tax increment financing district including but not limited to repaying the outstanding principal amount of the Purchase Price Note plus accrued interest thereon. In addition to the repayment of the outstanding principal amount of the Purchase Price Note, plus accrued interest thereon, damages or costs will include a reimbursement of any tax increment the City may be required or agrees to repay as a result of any action taken under Section 469.1771 of the TIF Act for violation of said act relating to disqualification of the TIF District or any other costs associated with any compliance audit.

If the City is required to reimburse tax increment to the County or any other governmental entity pursuant to Minnesota Statutes, Section 469.1771 or any other provision of the TIF Act for any reason related to action or inaction by the Developer, the Developer agrees to reimburse a similar amount to the City within 30 days' written notice by the City to the Developer. The City may add interest on the unpaid balance at the rate authorized by Minnesota Statutes, section 549.09 beginning on the 31st day after notice to the Developer. Failure by the Developer to reimburse the City pursuant to this Section shall constitute a lien on the Development Property.

(b) The limitation on the allowable uses in the TIF District specified in subsection (1) above is based solely on compliance with the requirements of the TIF Act for an economic development district. In addition, the City's zoning ordinance and other land use regulations restrict the uses permissible in the TIF District and include other limitations on development. The Developer acknowledges and agrees to comply with all such regulations.

(c) The City shall have the right to make a physical inspection of the Project in order to ensure compliance with the terms of this Agreement and the requirements of the TIF Act with regard to economic development districts. Such inspection shall be limited to regular business hours and upon at least 24 hours' notice by the City to the Developer. Absent probable cause regarding a violation of the TIF Act regarding allowable uses for economic development districts, such inspections shall not occur more than once within any 12-month period.

Section 3.12 Compliance with Environmental Requirements.

(h) The Developer shall comply with all applicable local, state, and federal environmental laws and regulations, and will obtain, and maintain compliance under, any and all necessary environmental permits, licenses, approvals or reviews.

(i) The City makes no warranties or representations regarding, nor does it indemnify the Developer with respect to, the existence or nonexistence on or in the vicinity of the Development Property or anywhere within the TIF District of any toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), 42 U.S.C. §§ 961-9657, as amended) (collectively, the “Hazardous Substances”).

(j) The Developer agrees to take all necessary action to remove or remediate any Hazardous Substances located on the Development Property to the extent required by and in accordance with all applicable local, state and federal environmental laws and regulations.

ARTICLE IV

INSURANCE; ASSESSMENT AGREEMENT; TAXES

Section 4.1 Insurance.

(a) The Developer will provide and maintain at all times during the process of constructing the Project an All Risk Broad Form Basis Insurance Policy and, from time to time during that period, at the request of the City, furnish the City with proof of payment of premiums on policies covering the following:

(i) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Project at the date of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy. The interest of the City shall be protected in accordance with a clause in form and content satisfactory to the City;

(ii) Commercial general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) together with an Owner's Policy with limits against bodily injury and property damage of not less than \$1,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used). The City shall be listed as an additional insured on the policy; and

(iii) Workers' compensation insurance, with statutory coverage, provided that the Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

(b) Upon completion of construction of the Project and prior to the Termination Date, the Developer shall maintain, or cause to be maintained, at its cost and expense, and from time to time at the request of the City shall furnish proof of the payment of premiums on, insurance as follows:

(i) Insurance against loss and/or damage to the Project under a policy or policies covering such risks as are ordinarily insured against by similar businesses.

(ii) Commercial general public liability insurance, including personal injury liability (with employee exclusion deleted), against liability for injuries to persons and/or property, in the minimum amount for each occurrence and for each year of \$1,000,000, and shall be endorsed to show the City as additional insureds.

(iii) Such other insurance, including workers' compensation insurance respecting all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that the Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

(c) All insurance required in Section 4.1 of this Agreement shall be taken out and maintained in responsible insurance companies selected by the Developer that are authorized under the laws of the State to assume the risks covered thereby. Upon request, the Developer will deposit annually with the City policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Section 4.1 of this Agreement, each policy shall contain a provision that the insurer shall not cancel nor modify it in

such a way as to reduce the coverage provided below the amounts required herein without giving written notice to the Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. In lieu of separate policies, the Developer may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein, in which event the Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Project.

(d) The Developer agrees to notify the City immediately in the case of damage exceeding \$250,000 in amount to, or destruction of, the Project or any portion thereof resulting from fire or other casualty. In such event the Developer will forthwith repair, reconstruct, and restore the Project to substantially the same or an improved condition or value as it existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction, and restoration, the Developer will apply the net proceeds of any insurance relating to such damage received by the Developer to the payment or reimbursement of the costs thereof.

The Developer shall complete the repair, reconstruction, and restoration of the Project, regardless of whether the net proceeds of insurance received by the Developer for such purposes are sufficient to pay for the same. Any net proceeds remaining after completion of such repairs, construction, and restoration shall be the property of the Developer.

(e) In lieu of the Developer's obligation to reconstruct the Project as set forth in this Section, the Developer shall have the option of paying to the City an amount that, in the opinion of the City, is sufficient to pay in full the outstanding principal and accrued interest on the Purchase Price Note.

(f) The Developer and the City agree that all of the insurance provisions set forth in this Section 4.1 shall terminate upon the termination of this Agreement.

Section 4.2 Assessment Agreement.

(a) On the Closing Date, the Developer and the City shall execute an Assessment Agreement in substantially the form attached hereto as Exhibit E. The Developer shall be responsible for obtaining the certification of the County Assessor to the Assessment Agreement and for recording the Assessment Agreement against the Development Property. The Assessment Agreement shall specify the Assessor's Minimum Market Value for the Development Property for calculation of real property taxes. Specifically, the Developer agrees to a minimum market value for the Development Property as of January 2, 2026, for taxes payable in the year 2027, of not less than \$8,238,400 (such minimum market value is herein referred to as the "Assessor's Minimum Market Value").

(b) Nothing in the Assessment Agreement shall limit the discretion of the County Assessor to assign a market value to the Development Property in excess of the Assessor's Minimum Market Value or prohibit the Developer from seeking through the exercise of legal or administrative remedies a reduction in market value of the Development Property for property tax purposes; provided however, that the Developer shall not seek a reduction of such market value below the Assessor's Minimum Market Value for any year's assessment for which the Assessment Agreement shall remain in effect. The Assessment Agreement shall remain in effect with respect to the payable 2026 through the payable 2035 real estate property taxes.

(c) The Assessment Agreement must be certified by the County Assessor, as provided in Minnesota Statutes, Section 469.177, Subdivision 8, upon a finding by the County Assessor that the Assessor's Minimum Market Value is reasonable. Pursuant to Minnesota Statutes, Section 469.177, Subdivision 8, the filing by the Developer of the Assessment Agreement in the office of the County Recorder and/or Registrar of Titles, as applicable, shall constitute notice to any subsequent encumbrancer.

or purchaser of the Development Property (or part thereof), whether voluntary or involuntary, and such Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, including the holder of or mortgagee under any mortgage.

(d) Throughout the term of the Assessment Agreement, the Developer shall take no action, and suffer no circumstances to exist or action to be taken by others (to the extent the Developer may prevent the same), the effect of which would be to render the Development Property or any portion thereof to be no longer generally subject to real property taxation. The Developer agrees that prior to the termination of the Assessment Agreement:

(i) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the taxation of the Development Property determined by any tax official to be applicable or raise the inapplicability of any such tax statute as a defense in any proceedings, including delinquent tax proceedings;

(ii) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of the Development Property determined by any tax official or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

(iii) It will not seek any tax deferral or abatement, either presently or prospectively authorized under any State or federal law, of the taxation of the Development Property.

Section 4.3 Right to Collect Delinquent Taxes. The Developer acknowledges that the City is providing substantial aid and assistance to the Project through the Purchase Price Note and the Energy Rebate, the Developer agrees for itself, its successors, and assigns, that in addition to the obligation pursuant to statute to pay real estate taxes, it is also obligated by reason of this Agreement to pay before delinquency all real estate taxes assessed against the Development Property and the Project. The Developer acknowledges that this obligation creates a contractual right on behalf of the City through the Termination Date to sue the Developer or its successors and assigns to collect delinquent real estate taxes and any penalty or interest thereon and to pay over the same as a tax payment to the county auditor. In any such suit in which the City is the prevailing party, the City shall also be entitled to recover its costs, expenses, and reasonable attorney fees.

ARTICLE V

CHANGE IN USE OF PROJECT; PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER; INDEMNIFICATION

Section 5.1 Change in Use of Project. The Developer and the Company agree for themselves, and their successors and assigns, they shall devote the Development Property to, and in accordance with, the uses specified in this Agreement. The Developer and the Company warrant the continued use of the Development Property as a facility meeting the requirements of an economic development district, pursuant to the Tax Increment Act. The conversion of any portion of the Project to any other use shall result in the termination of the Tax Increment District and require immediate payment in full of the outstanding balance of the Purchase Price Note.

Section 5.2 Prohibition against Transfer of Property and Assignment of Agreement. The Developer and the Company represent and agree that prior to the Termination Date of this Agreement neither the Developer nor the Company shall, except as provided in the Lease, transfer or sell in any form the Development Property or any part thereof or any interest therein, or assign this Agreement or enter into any contract or agreement to do any of the same. The transfer or sale in any form of the Development Property or any part thereof or any interest therein by the Developer shall be an Event of Default hereunder the Developer shall pay the outstanding principal of and interest on the Purchase Price Note within 30 days of such request from the City.

Section 5.3 Release and Indemnification Covenants.

(a) Except for any willful misrepresentation or willful or wanton misconduct of the Indemnified Parties as hereinafter defined, and except for any breach by any of the Indemnified Parties of their obligations under this Agreement, the Developer and the Company release from any covenants and agree that the City and the governing body members, officers, agents, servants, and employees thereof (the "Indemnified Parties") shall not be liable for and agree to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Development Property or the Project.

(b) Except for any willful misrepresentation or willful or wanton misconduct of the Indemnified Parties, and except for any breach by any of the Indemnified Parties of their obligations under this Agreement, the Developer and the Company agree to protect and defend the Indemnified Parties, now and forever, and further agree to hold the aforesaid harmless from any claim, demand, suit, action, or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, maintenance, and operation of the Development Property and the Project.

(c) Except for any willful misrepresentation or willful or wanton misconduct of the Indemnified Parties, and except for any breach by any of the Indemnified Parties of their obligations under this Agreement, the Indemnified Parties shall not be liable for any damage or injury to the persons or property of the Developer or the Company or their officers, agents, servants, or employees or any other person who may be on the Development Property or the Project.

(d) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of such entity and not of any governing body member, officer, agent, servant, or employee of such entities in the individual capacity thereof.

ARTICLE VI

DEVELOPER AND COMPANY EVENTS OF DEFAULT

Section 6.1 Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean whenever it is used in this Agreement any one or more of the following events:

(a) Failure by the Developer and/or the Company to substantially observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement, the Purchase Price Note, or the Security Agreements or if any certification, representation, or warranty by the Developer or the Company to the City is substantiated by evidence to be untrue or misrepresented.

(b) Failure by the Developer and/or the Company to timely pay any ad valorem real property taxes or special assessments assessed with respect to the Development Property.

(c) Failure by the Developer to cause the construction of the Project to be completed pursuant to the terms, conditions and limitations of this Agreement.

(d) The holder of any mortgage on the Development Property or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents.

(e) Failure by the Developer to make a payment within 10 days after such payment is due under the Purchase Price Note or pursuant to Section 3.7.

(f) Failure by the Guarantors to make a payment due under the Guaranties.

(g) If the Developer, the Company or any of the Guarantors shall;

(i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(ii) make an assignment for the benefit of its creditors; or

(iii) admit in writing its inability to pay its debts generally as they become due; or

(iv) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer, the Company or any of the Guarantors, as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within 90 days after the filing thereof; or a receiver, trustee or liquidator of the Developer or the Company, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer or the Company, and shall not be discharged within 90 days after such appointment, or if the Developer or the Company, as applicable, shall consent to or acquiesce in such appointment.

Section 6.2 Remedies on Default. Whenever any Event of Default referred to in Section 6.1 occurs and is continuing, the City may take any one or more of the following actions after the giving of 30 days’ written notice to the Developer and the Company, but only if the Event of Default has not been cured within said 30 days.

(a) The City may suspend its performance under this Agreement until it receives assurances from the Developer and the Company, deemed adequate by the City, that the Developer or the Company, as applicable, will cure the default and continue its performance under this Agreement.

(b) The City may cancel and rescind this Agreement, in whole or in part.

(c) The City may require the Developer to repay the Purchase Price Note plus accrued interest thereon in full or in part and exercise its remedies available under the Security Documents.

(d) If the Event of Default constitutes a breach of the condition subsequent set forth in the Right of Re-entry the City reserves in a deed conveying the Development Property to the Developer, the City may exercise its Right of Re-entry.

(e) The City may seek specific performance of the obligations of the Developer, the Company or any of the Guarantors pursuant to this Agreement, the Purchase Agreement, the Purchase Price Note and the Security Documents or damages to the extent otherwise set forth herein as to any obligation, agreement, or covenant of the Developer, the Company or any of the Guarantors under this Agreement, the Purchase Agreement, the Purchase Price Note or the Security Documents.

(f) (f) The City may take any action at law, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce the performance or observance of any obligation, agreement, or covenant of the Developer or the Company under this Agreement.

Section 6.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute to the extent provided herein. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 6.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 6.5 Agreement to Pay Attorney's Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer or the Company herein contained, the Developer and the Company agree, jointly and severally, that they shall, on demand therefor, pay to City the reasonable fees of such attorneys and such other expenses so incurred by it. In addition, the Developer and the Company agree, jointly and severally, to pay the total amount of any actual costs, charges, expenses and attorneys fees reasonably incurred or paid at any time by the City because of any Event of Default by the Developer or the Company as to any stipulation, agreement, and covenant of this Agreement, the Purchase Agreement, the Purchase Price Note or the Security Documents, resulting in any suit or proceeding at law or in equity to which the City shall become a party in reference to the Developer's or the Company's interest in the Development Property or the Project.

ARTICLE VII

ADDITIONAL PROVISIONS

Section 7.1 Conflict of Interests; City Representatives Not Individually Liable. The City, the Developer and the Company, to their actual knowledge, represent and agree that no member, official, or employee of the City shall have any personal interest, direct or indirect, in the Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement that affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she, directly or indirectly, is interested. No member, official, or employee of the City shall be personally liable to the Developer or the Company, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Developer or the Company or any successor or on any obligations under the terms of the Agreement.

Section 7.2 Titles of Articles and Sections. Any titles of the several parts, articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 7.3 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested; or delivered personally, and

- (a) in the case of the Developer is addressed to or delivered personally to:

PLM Properties, LLC
19830 Polk Street
Elk River, MN 55330
Attn: Patrick Menth

- (b) in the case of the Company is addressed to or delivered personally to:

Heritage Millwork, Inc.
19830 Polk Street
Elk River, MN 55330
Attn: Patrick Menth

- (c) in the case of the City is addressed to or delivered personally to the City at:

City of Elk River, Minnesota
13065 Orono Parkway
Elk River, Minnesota 55330
Attn: City Administrator

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 7.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 7.5 Recording. The City may record this Agreement and any amendments thereto with the recorder and/or registrar of titles of the County, as applicable. The Developer shall pay all costs

for recording. The Developer's obligations under this Agreement are covenants running with the land for the term of this Agreement, enforceable by the City against the Developer, its successor and assigns, and every successor in interest to the Development Property, or any part thereof or any interest therein.

Section 7.6. Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Minnesota.

Section 7.7. Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the Developer in the event of any default or breach by the City or successor or on any obligations under the terms of this Agreement.

Section 7.8. Interpretation; Concurrence. The language in this Agreement shall be construed simply according to its generally understood meaning, and not strictly for or against any party and no interpretation shall be affected by which party drafted any part of this Agreement. By executing this Agreement, the parties acknowledge that they (a) enter into and execute this Agreement knowingly, voluntarily and willingly of their own volition with such consultation with legal counsel as they deem appropriate; (b) have had a sufficient amount of time to consider this Agreement's terms and conditions, and to consult an attorney before signing this Agreement; (c) have read this Agreement, understand all of its terms, appreciate the significance of those terms and have made the decision to accept them as stated herein; and (d) have not relied upon any representation or statement not set forth herein.

Section 7.9. Government Data. The Developer has been required to provide certain data to the City or its consultants in connection with applying for financial assistance in constructing the Project. It is also likely that the Developer will be required to provide additional data to the City or consultants in the course of administering the TIF District to ensure compliance with this Agreement and the TIF Act. All data provided to the City or its consultants is government data within the meaning of the Minnesota Statutes, Chapter 13 (the "MGDPA"). The parties recognize that some of the data provided by the Developer to the City or its consultants may be nonpublic data as defined by the MGDPA. The parties acknowledge that the City is subject to the MGDPA and will handle all government data in its possession in accordance with the MGDPA, notwithstanding any other agreement or understanding to the contrary.

IN WITNESS WHEREOF, each of the City, the Developer and the Company has caused this Agreement to be duly executed in its name and on its behalf, on or as of the date first above written.

CITY OF ELK RIVER, MINNESOTA

By _____
Its Mayor

By _____
Its City Clerk

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, the Mayor and the City Clerk, respectively, of the City of Elk River, Minnesota (the “City”), a municipal corporation and political subdivision of the State of Minnesota, on behalf of the City.

Notary Public

PLM PROPERTIES, LLC

By _____
Its _____

STATE OF MINNESOTA)
)ss
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, as the _____ of PLM Properties, LLC, a Minnesota limited liability company.

Notary Public

This is a signature page to the Development Assistance Agreement by and among the City of Elk River, Minnesota, PLM Properties, LLC and Heritage Millwork, Inc.

HERITAGE MILLWORK, INC.

By _____
Its _____

STATE OF MINNESOTA)
)ss
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, as the _____ of Heritage Millwork, Inc., a Minnesota corporation.

Notary Public

This is a signature page to the Development Assistance Agreement by and among the City of Elk River, Minnesota, PLM Properties, LLC and Heritage Millwork, Inc.

EXHIBIT A

LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

That certain property located in the City of Elk River, Sherburne County, Minnesota, legally described as Lot 1, Block 1 Nature's Edge Business Center Fifth Addition.

EXHIBIT B

PURCHASE PRICE NOTE

\$1,378,019.60

Date of Issuance: _____, 2024

PLM PROPERTIES, LLC, a Minnesota limited liability company (the “Developer”), for value received, hereby promises to pay to the CITY OF ELK RIVER, MINNESOTA (the “City”), at its designated principal office or such other place as the City may designate in writing, the principal sum of ONE MILLION THREE HUNDRED SEVENTY EIGHT THOUSAND NINETEEN DOLLARS and 60/100ths Dollars (\$1,378,019.60), or so much thereof as remains outstanding from time to time (the “Principal Balance”), on this Purchase Price Note (the “Note”) pursuant to that certain Purchase Agreement, dated as of _____, 2024, between the City and the Developer (the “Purchase Agreement”) and that certain Development Assistance Agreement, between the City and the Developer, dated _____, 2024 (the “Development Assistance Agreement”), with interest as hereinafter provided, in any coin or currency which at the time or times of payment is legal tender for the payment of private debts in the United States of America. All terms capitalized used herein and not defined have the definitions given such terms in the Purchase Agreement or the Development Assistance Agreement, as applicable.

1. Commencing on the Closing Date and continuing until the Principal Balance of, and all accrued interest on, this Note has been repaid in full, interest shall accrue on the Principal Balance at a rate of 5.00% per annum (the “Interest Rate”). Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

2. This Note shall be paid as follows:

(a) The amounts due under this Note shall be payable in semiannual installments, commencing August 1, 2026, and on each February 1 and August 1 thereafter to and including February 1, 2035, or, if the first day of either February 1 or August 1 should not be a Business Day (as defined in the Development Assistance Agreement), the next succeeding Business Day (the “Payment Dates”) in the amounts shown in the schedule below constituting payments of principal and interest due (each a “Payment Installment”). On each Payment Date, the City will credit against the Payment Installment then due, an amount equal to the Purchase Price Note Pledged Tax Increment received by the City in the 6-month period preceding such Payment Date. If, on December 1 of each year commencing December 31, 2026 and continuing through December 1, 2035, the Purchase Price Pledged Tax Increment received by the City in the 12-month period preceding each August 1 payment date is less than the amount shown in the schedule below for such 12 month period, the Developer shall pay, by check or draft mailed to the City, an amount equal to the deficiency (the “Shortfall”). The Developer is obligated to pay a Shortfall within 15 days after receipt of a written notice from the City requesting payment for such Shortfall.

Date	Amount	Date	Amount	Date	Amount	Date	Amount
8/1/2026	\$37,985.50	2/1/2029	\$109,422.00	8/1/2031	\$120,556.00	8/1/2033	\$128,595.00
2/1/2027	\$37,985.50	8/1/2029	\$113,015.00	2/1/2032	\$120,556.00	2/1/2034	\$128,595.00
8/1/2027	\$78,382.50	2/1/2030	\$113,015.00	8/1/2032	\$124,511.50	8/1/2034	\$132,811.50
2/1/2028	\$78,382.50	8/1/2030	\$116,725.00	2/1/2033	\$124,511.50	2/1/2035	\$132,811.50

8/1/2028	\$109,422.00	2/1/2031	\$116,725.00				
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(b) Payments shall be applied first to interest due on the Principal Balance and thereafter to reduction of the Principal Balance.

(c) All outstanding principal of and interest on this Note shall be due and payable in full on the earlier of (i) the date an Event of Default occurs under the Development Assistance Agreement and all applicable cure periods have expired; (ii) a transfer or sale of the Development Property; or (ii) the Maturity Date.

3. The Developer or the City shall have the right to prepay this Note fully or partially at any time without penalty. Any partial prepayment shall be applied first to any unpaid, accrued interest with the balance, if any, applied to the Principal Balance.

4. This Note is given pursuant to the Purchase Agreement and the Development Assistance Agreement, as both may be amended from time to time. Failure of the Developer to observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed under this Note shall constitute an Event of Default under the Development Assistance Agreement and is subject to the remedies of the City thereunder. All of the agreements, conditions, covenants, provisions, and stipulations contained in the Development Assistance Agreement are hereby made a part of this Note to the same extent and with the same force and effect as if they were fully set forth herein. It is agreed that time is of the essence of this Note.

5. This Note is secured by the Security Documents.

6. The outstanding Principal Balance of this Note and accrued interest and all other amounts due hereon shall, at the option of the City, become immediately due and payable, upon the occurrence of an Event of Default (as defined in the Development Assistance Agreement), or at any time thereafter, subject to any notice and cure periods provided in the Development Assistance Agreement and the Security Documents. Failure to exercise the option provided herein shall not constitute a waiver of the right to exercise the same subsequently or in the event of any subsequent Event of Default. The remedies of the City, as provided herein and in the Development Assistance Agreement and Security Documents, shall be cumulative and concurrent, may be pursued singly, successively, or together, and, at the sole discretion of the City, and may be exercised as often as occasion therefor shall occur.

7. The City shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the City and then only to the extent specifically set forth in the writing. A waiver with reference to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event. This Note may not be amended, modified, or changed except only by an instrument in writing signed by the party against whom enforcement of any such amendment, modifications, or change is sought.

8. In the event that the principal of this Note or any other amount due hereunder shall not be paid when due (whether or not upon declaration of an Event of Default), the Developer shall pay all costs of collection and enforcement of this Note, the Security Documents, and the Development Assistance Agreement, including, but not limited to, all reasonable attorneys' fees, court costs, and expenses incurred by the City in connection with such collection or the protection or enforcement of any rights or security interests under this Note, the Security Documents or the Development Assistance Agreement, whether or not any lawsuit is ever filed. In addition, the Developer shall pay all fees and expenses due under the Development Assistance Agreement, including, but not limited to, all fees and expenses of the Lender in

administering, supplementing or amending the loan evidenced by this Note and the Development Assistance Agreement. All payments required pursuant to this Section shall be due and payable upon delivery the Lender of an invoice therefor to the Developer, and any unpaid amounts shall be added to the principal amount of the Note and accrue interest after 30 days of nonpayment.

9. Except as otherwise provided in this Note, the Development Assistance Agreement and the Security Documents, the Developer hereby (a) waives demand, presentment for payment, notice of nonpayment, protest, notice of protest, and all other notice; (b) agrees to any substitution, exchange, addition, or release of any party or person primarily or secondarily liable hereon; and (c) agrees that City shall not be required first to institute any suit or to exhaust its remedies against the Developer or any other person or party in order to enforce payment of this Note.

10. If any term of this Note, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Note, or the application of such term to persons or circumstances other than those to which it is invalid or unenforceable shall not be affected thereby, and each term of this Note shall be valid and enforceable to the fullest extent permitted by law.

11. Upon the occurrence of an Event of Default or any time thereafter, the City shall have the right of setoff on any and all amounts due under this Note by the Developer to the City against any indebtedness or obligation of the City to the Developer.

12. The outstanding principal balance of this Note, accrued interest thereon, and all other amounts due hereon shall, at the option of the City, become immediately due and payable, upon the occurrence of an Event of Default, or at any time thereafter. Failure to exercise the option provided herein shall not constitute a waiver of the right to exercise the same subsequently or in the event of any subsequent Event of Default.

13. It is intended that this Note is made with reference to and shall be construed as a Minnesota contract and governed by the laws thereof.

14. IT IS HEREBY CERTIFIED AND RECITED that all conditions, acts, and things required to exist, happen, and be performed precedent to or in the issuance of this Note do exist, have happened, and have been performed in regular and due form as required by law.

IN WITNESS WHEREOF, the Developer has caused this Note to be duly executed as of the date and year first written above.

PLM PROPERTIES, LLC

By: _____
Its: _____

CERTIFICATE OF COMPLETION

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EXHIBIT D

CERTIFICATE OF RELEASE

1. Recitals.

1.1. Recital One. PLM Properties, LLC, a Minnesota limited liability company (the “Developer”), is the owner of the real property legally described on the attached Exhibit A (the “Development Property”).

1.2. Recital Two. The Developer acquired title to the Development Property from the City of Elk River, Minnesota (the “City”) pursuant to a deed dated _____, 2024 and recorded in the office of the Sherburne County Recorder on _____ as Document No. _____ (the “Deed”).

1.3. Recital Three. The Deed includes a right of re-entry for breach of conditions subsequent in favor of the City (the “Right of Re-entry”).

1.4. Recital Four. The City, the Developer and Heritage Millwork, Inc., a Minnesota corporation, are parties to a Development Assistance Agreement recorded in the office of the Sherburne County Recorder on _____ as Document No. _____ (the “Development Assistance Agreement”).

1.5. Recital Five. Pursuant to Section 3.4 of the Development Assistance Agreement, the Developer is obligated to commence, or cause to be commenced, construction of the foundation of the Project (as defined in the Development Assistance Agreement) on the Development Property by _____, 2024.

1.6. Recital Six. The City’s Right of Re-entry would be triggered by the Developer’s failure to commence, or cause to be commenced, construction of the foundation of the Project by the date 12 months from the date of the Deed, subject to Unavoidable Delays.

1.7. Recital Seven. The Developer has represented to the City that the Developer has commenced construction of the foundation of the Project and has requested this Certificate of Release from the City.

2. Certificate of Release. The City hereby certifies that the Developer has satisfied its obligations with respect to commencing construction of the foundation of the Project on the Development Property. The City further acknowledges and agrees that the Development Property is released from the Right of Re-Entry.

EXHIBIT E
FORM OF
ASSESSMENT AGREEMENT

THIS ASSESSMENT AGREEMENT, dated as of _____, 2024 by and between the City of Elk River, Minnesota (the “City”) and PLM Properties, LLC, a Minnesota limited liability company (the “Developer”), and certified by the County Assessor for Sherburne County, Minnesota (the “Assessor”):

WITNESSETH

WHEREAS, the City, the Developer and Heritage Millwork, Inc., a Minnesota corporation, have entered into a certain Development Assistance Agreement, dated as of _____, 2024 (the “Development Assistance Agreement”), regarding certain real property located in the City of Elk River, Sherburne County, Minnesota (the “Development Property”), which property is legally described on the Exhibit A attached to and made a part of this Assessment Agreement;

WHEREAS, the Development Assistance Agreement provides that the Developer will construct certain improvements (the “Project”) on the Development Property;

WHEREAS, the City and the Developer desire to establish certain minimum market values for the Development Property and the Project thereon, all as the same may exist from time to time pursuant to Minnesota Statutes, Section 469.177, Subdivision 8;

WHEREAS, the Developer represents that it has acquired and now owns fee title to all of the Development Property;

WHEREAS, the Developer, the City, and the Assessor have reviewed certain plans for the Project:

NOW, THEREFORE, the parties to this Assessment Agreement, in consideration of the promises, covenants and agreements herein, do hereby agree as follows:

1. As of January 2, 2026, the minimum market value which shall be assigned to and assessed for the Development Property for purposes of real estate property taxation for taxes payable 2027 through 2035, both inclusive, shall be not less than \$8,238,400. It is the express intent hereof that said minimum market value shall apply with respect to the payable 2027 through the payable 2035 real property taxes, both inclusive.

2. This Assessment Agreement and the attached Certification of the Assessor shall be promptly recorded by the Developer, with the County Recorder and/or the Registrar of Titles (as applicable) of Sherburne County, Minnesota, and shall be filed against the Development Property.

3. Neither any preamble nor any provision of this Assessment Agreement is intended to modify the terms of the Development Assistance Agreement.

4. This Assessment Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, shall be governed by and interpreted pursuant to Minnesota law, and may be executed in counterparts, each of which shall constitute an original hereof and all of which shall

constitute one and the same instrument.

IN WITNESS WHEREOF, the City and the Developer have caused this Assessment Agreement to be executed in their names and on their behalf by their duly authorized representatives all as of the date set forth above.

CITY OF ELK RIVER, MINNESOTA

By: _____
Its Mayor

By: _____
Its City Clerk

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, the Mayor and the City Clerk, respectively, of the City of Elk River, Minnesota (the “City”), a municipal corporation and political subdivision of the State of Minnesota, on behalf of the City.

Notary Public

Signature page for Assessment Agreement by and between the City of Elk River, Minnesota and PLM Properties, LLC.

PLM Properties, LLC,

By _____

Its _____

[illegible]

This instrument was acknowledged before me on _____, 2024, by _____, of PLM Properties, LLC, a Minnesota limited liability company, on behalf of PLM Properties, LLC.

Notary Public

Signature page for Assessment Agreement by and between the City of Elk River, Minnesota and PLM Properties, LLC.

CERTIFICATION BY COUNTY ASSESSOR

The undersigned, having reviewed certain plans for the Project to be constructed and the market value assigned to the land upon which the Project are to be constructed, as described in this Assessment Agreement, hereby states as follows: The undersigned Assessor, being legally responsible for the assessment of the above described property, hereby certifies that the \$8,238,400 market value hereinabove assigned to the Development Property and Project are reasonable.

County Assessor for Sherburne County

STATE OF MINNESOTA)
) SS
COUNTY OF SHERBURNE)

This instrument was acknowledged before me on _____, 2024, by _____,
the County Assessor of Sherburne County.

Notary Public

EXHIBIT A TO ASSESSMENT AGREEMENT

Legal Description of Development Property

The property located in the City of Elk River, Sherburne County, Minnesota legally described as:

Lot 1, Block 1 Nature's Edge Business Center Fifth Addition.

EXHIBIT F
FORM OF
PERSONAL GUARANTY
[PERSONAL GUARANTOR]

_____, 2024

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, and in consideration of and to induce financial accommodations of any kind, with or without security, given or to be given or continued at any time and from time to time by the CITY OF ELK RIVER, MINNESOTA, a municipal corporation and political subdivision of the State of Minnesota (the “City”), to or for the account of PLM PROPERTIES, LLC, a Minnesota limited liability company (the “Developer”), the undersigned (the “Guarantor”) absolutely and unconditionally guaranty to the City the full and prompt payment if and when due, whether at maturity or earlier by reason of acceleration or otherwise, of any and all indebtedness, obligations and liabilities of the Developer (and any and all successors of the Developer) to the City, now or hereafter existing including the that certain Purchase Price Note of even date herewith, in the original aggregate principal amount of \$1,378,019.60, executed and delivered by the Developer to the City, in accordance with the terms of the Development Assistance Agreement, of even date herewith, between the Developer and the City, absolute or contingent, independent, joint, several or joint and several, secured or unsecured, due or to become due, contractual or tortious, liquidated or unliquidated, arising by assignment or otherwise, including without limitation all indebtedness, obligations and liabilities owed by the Developer (and any and all successors of the Developer) as a member of any partnership, syndicate, association or other group, and whether incurred by the Developer (or any successor of the Developer) as principal, surety, endorser, guarantor, accommodation party or otherwise (collectively, the “Indebtedness”); and the Guarantor agrees to pay on demand all of the City’s fees, costs, expenses and reasonable attorneys’ fees in connection with the Indebtedness, any security therefor, and this guaranty, plus interest on such amounts at the highest rate then applicable to any of the Indebtedness.

The City may at any time and from time to time, without consent of or notice to the Guarantor, without incurring responsibility to the Guarantor, without releasing, impairing or affecting the liability of the Guarantor hereunder, upon or without any terms or conditions, and in whole or in part: (1) sell, pledge, surrender, compromise, settle, release, renew, subordinate, extend, alter, substitute, exchange, change, modify or otherwise dispose of or deal with in any manner and in any order any Indebtedness, any evidence thereof, or any security or other guaranty therefor; (2) accept any security for, or other guarantors of, any Indebtedness; (3) fail, neglect or omit to obtain, realize upon or protect any Indebtedness or any security therefor, to exercise any lien upon or right to any money, credit or property toward the liquidation of the Indebtedness, or to exercise any other right against the Developer, the Guarantor, any other guarantor or any other person; and (4) apply any payments and credits to the Indebtedness in any manner and in any order. No act, omission or thing, except full payment and discharge of the Indebtedness, which but for this provision could act as a release or impairment of the liability of the Guarantor hereunder, shall in any way release, impair or otherwise affect the liability of the Guarantor hereunder, and the Guarantor waives any and all defenses of the Developer pertaining to the

Indebtedness, any evidence thereof, and any security therefor, except the defense of discharge by payment. The failure of any person or persons to sign this or any other guaranty shall not release, impair or affect the liability of the Guarantor hereunder. This guaranty is a primary obligation of the Guarantor and the City shall not be required to first resort for payment of the Indebtedness to the Developer or any other person, its properties or estates, or any security or other rights or remedies whatsoever. The Guarantor shall be and remain liable for any deficiency remaining after foreclosure of any mortgage or security interest securing the Indebtedness, whether or not the liability of the Developer or any other person for such deficiency is discharged pursuant to statute, judicial decision or otherwise.

The liability of the Guarantor under this guaranty is in addition to and shall be cumulative with all other liabilities of the Guarantor to the City, as guarantor or otherwise, without any limitation as to amount, unless the writing evidencing or creating such other liability specifically provides to the contrary. If any payment applied by the City to the Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including without limitation the bankruptcy, insolvency or reorganization of the Developer or any other person), the Indebtedness to which such payment was applied shall for the purposes of this guaranty be deemed to have continued in existence, notwithstanding such application, and this guaranty shall be enforceable as to such Indebtedness as fully as if such application had never been made.

The Guarantor waives: (1) notice of acceptance of this guaranty and of the creation and existence of the Indebtedness; (2) presentment, demand for payment, notice of dishonor, notice of nonpayment, and protest of any instrument evidencing the Indebtedness; and (3) all other demands and notices to the Guarantor or any other person and all other actions to establish the liability of the Guarantor hereunder. The Guarantor consents to the personal jurisdiction of the state and federal courts located in the State of Minnesota in connection with any controversy related to this guaranty, waives any argument that venue in such forums is not convenient, and agrees that any litigation initiated by the Guarantor against the City in connection with this guaranty shall be venued in either the District Court of Sherburne County, Minnesota, or the United States District Court, District of Minnesota.

All property of the Guarantor, now or hereafter in the possession, control or custody of or in transit to the City for any purpose, including without limitation the balance of every account of the Guarantor with and each claim of the Guarantor against the City, shall be subject to a lien and security interest in favor of the City, as security for all liabilities of the Guarantor to the City, and shall be subject to be set off against any and all such liabilities, and the City may at any time and from time to time at its option and without notice appropriate and apply any such property toward the payment of any and all such liabilities. The Guarantor agrees to promptly provide the City from time to time with financial statements of the Guarantor, in form and substance acceptable to the City, at least once every 12 months and as otherwise requested by the City. The Guarantor agrees to promptly provide the City from time to time with such other information respecting the condition (financial and otherwise), business and property of the Guarantor as the City may request, in form and substance acceptable to the City.

The Guarantor waives all claims, rights and remedies which the Guarantor may now have or hereafter acquire against any person at any time now or hereafter liable to payment of any of the Indebtedness and as to any collateral security, including but not limited to all claims, rights and remedies of contribution, indemnification, exoneration, reimbursement, recourse and subrogation, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise, whether or not the Indebtedness has been fully paid, and all payments and recoveries under this guaranty shall be considered equity investments by the Guarantor in the Developer; provided, nothing contained in this guaranty shall deprive the Guarantor of any claim, right or remedy, after the Indebtedness has been fully paid, against any person other than the Developer. No delay or failure by the City in exercising any right, and no partial or single exercise thereof shall constitute a waiver thereof. No waiver of any rights

hereunder, and no modification or amendment of this guaranty shall be effective unless the same is in writing duly executed by the City, and each such waiver, if any, shall apply only with respect to the specific instance involved and shall not impair or affect the rights of the City or the provisions of this guaranty in any other respect at any other time. This guaranty shall continue until written notice of revocation of this guaranty, executed by the Guarantor, has been received by the City; provided, no revocation of this guaranty shall affect in any manner any liability of the Guarantor under this guaranty with respect to Indebtedness arising before the City receives such written notice of revocation, and the sole effect of revocation of this guaranty shall be to exclude from this guaranty Indebtedness thereafter arising which is unconnected with Indebtedness theretofore arising or transactions theretofore entered into.

Any invalidity or unenforceability of any provision or application of this guaranty shall not affect other lawful provisions and applications hereof and to this end the provisions of this guaranty are declared to be severable. This guaranty shall bind the Guarantor and the heirs, representatives, successors and assigns of the Guarantor, and of each of them respectively, and shall benefit the City, its successors and assigns. This guaranty shall be governed by and construed in accordance with the laws of the State of Minnesota.

Agrees that the City shall not be required to first resort for payment to the Developer or any other person, corporation or entity, or their properties or estate, or any other right or remedy whatsoever, prior to enforcing this Guaranty.

Agrees that this Guaranty shall be construed as a continuing, absolute, and unconditional guaranty without regard to (1) the validity, regularity or enforceability or the Obligations or the disaffirmance thereof in any insolvency or bankruptcy proceeding relating to the Developer; or (2) any event or any conduct or action of the Developer or the City or any other party which might otherwise constitute a legal or equitable discharge of a surety or guarantor but for this provision.

The Guarantor is an owner of the Developer and the Guarantor acknowledges and agrees that the Indebtedness is being utilized by the Developer to finance the acquisition of certain property in the City (the "Property"), to construct an industrial warehouse facility for Heritage Millwork, Inc., a Minnesota corporation, and such acquisition, business improvements and relocation will materially financially benefit the Guarantor and, therefore, the Guarantor's obligations under this Guaranty are proper, valid and enforceable.

The Guarantor agrees to deliver to the City: (i) on or before the earlier of thirty (30) days after its completion or one hundred twenty (120) days following each calendar year, the signed personal financial statement of the Guarantor, in a form acceptable to City and dated as of December 31st of the immediately preceding year, which financial statement presents the financial condition (including all guaranty and other contingent obligations) of the Guarantor as of such date; and (ii) as soon as available, but in no event later than their required filing, the federal income tax return, including all schedules and forms, for the applicable year for the Guarantor. In addition, Guarantor agrees with reasonable promptness, to provide to City such further information regarding the business, operations, affairs and financial and other condition of the Guarantor as the City may reasonably request.

The Guarantor warrants and represents to the City as follows:

- a. Enforceability. This Guaranty constitutes the legal, valid and binding obligation of the Guarantor, enforceable in accordance with its terms (subject, as to enforceability, to limitations resulting from bankruptcy, insolvency or other similar laws affecting creditors' rights generally).

b. Litigation. There is no action, suit or proceeding pending or, to the knowledge of the Guarantor, threatened against or affecting the Guarantor which, if adversely determined, would have a material adverse effect on the condition (financial or otherwise), property or assets of the Guarantor, or which would question total validity of this Guaranty or any instrument, document or other agreement related hereto or required hereby, or impair the ability of the Guarantor to perform his or her obligations hereunder or thereunder.

c. Default. Guarantor is not in default of a material provision under any material agreement, instrument, decree or order to which he or she is a party or by which he or she or his or her property is bound or affected.

d. Consents. No consent, approval, order or authorization of, or registration, declaration or filing with, or notice to, any governmental authority or any third party is required in connection with the execution and delivery of this Guaranty or any of the agreements or instruments herein mentioned to which Guarantor is a party or the carrying out or performance of any of the transactions required or contemplated hereby or thereby or, if required, such consent, approval, order or authorization has been obtained or such registration, declaration or filing has been accomplished or such notice has been given prior to the date hereof.

e. Taxes. Guarantor has filed all tax returns required to be filed and has paid all taxes shown thereon to be due, including interest and penalties, which are not being contested in good faith and by appropriate proceedings and none of them has any information or knowledge of any objections to or claims for additional taxes in respect of federal income or excess profits tax returns for prior years.

THE GUARANTOR REPRESENTS, CERTIFIES, WARRANTS AND AGREES THAT THE GUARANTOR HAS READ ALL OF THIS GUARANTY AND UNDERSTAND ALL OF THE PROVISIONS OF THIS GUARANTY. THE GUARANTOR ALSO AGREES THAT COMPLIANCE BY THE CITY WITH THE EXPRESS PROVISIONS OF THIS GUARANTY SHALL CONSTITUTE GOOD FAITH AND SHALL BE CONSIDERED REASONABLE FOR ALL PURPOSES.

[PERSONAL GUARANTOR]

EXHIBIT G

FORM OF CORPORATE GUARANTY

Elk River, Minnesota
_____, 2024

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, and in consideration of and to induce financial accommodations of any kind, with or without security, given or to be given or continued at any time and from time to time by the CITY OF ELK RIVER, MINNESOTA, a municipal corporation and political subdivision of the State of Minnesota (the “City”), to or for the account of PLM PROPERTIES, LLC, a Minnesota limited liability company (the “Developer”), HERITAGE MILLWORKS, INC., a Minnesota corporation (the “Corporate Guarantor”), absolutely and unconditionally Guaranties to the City the full and prompt payment if and when due, whether at maturity or earlier by reason of acceleration or otherwise, of any and all indebtedness, obligations and liabilities of the Developer (and any and all successors of the Developer) to the City, now or hereafter existing, absolute or contingent, independent, joint, several or joint and several, secured or unsecured, due or to become due, contractual or tortious, liquidated or unliquidated, arising by assignment or otherwise, including without limitation all indebtedness, obligations and liabilities owed by the Developer (and any and all successors of the Developer) as a member of any partnership, syndicate, association or other group, and whether incurred by the Developer (or any successor of the Developer) as principal, surety, endorser, guarantor, accommodation party or otherwise now or hereafter existing including the that certain Purchase Price Note of even date herewith, in the original aggregate principal amount of \$1,378,019.60, executed and delivered by the Developer to the City, in accordance with the terms of the Development Assistance Agreement, of even date herewith, between the Developer and the City, (collectively, the “Indebtedness”); and the Corporate Guarantor agrees to pay on demand all of the City’s fees, costs, expenses and reasonable attorneys’ fees in connection with the Indebtedness, any security therefor, and this guaranty, plus interest on such amounts at the highest rate then applicable to any of the Indebtedness.

The City may at any time and from time to time, without consent of or notice to the Corporate Guarantor, without incurring responsibility to the Corporate Guarantor, without releasing, impairing or affecting the liability of the Corporate Guarantor hereunder, upon or without any terms or conditions, and in whole or in part: (1) sell, pledge, surrender, compromise, settle, release, renew, subordinate, extend, alter, substitute, exchange, change, modify or otherwise dispose of or deal with in any manner and in any order any Indebtedness, any evidence thereof, or any security or other guaranty therefor; (2) accept any security for, or other guarantors of, any Indebtedness; (3) fail, neglect or omit to obtain, realize upon or protect any Indebtedness or any security therefor, to exercise any lien upon or right to any money, credit or property toward the liquidation of the Indebtedness, or to exercise any other right against the Developer, the Corporate Guarantor, any other guarantor or any other person; and (4) apply any payments and credits to the Indebtedness in any manner and in any order. No act, omission or thing, except full payment and discharge of the Indebtedness, which but for this provision could act as a release or impairment of the liability of the Corporate Guarantor hereunder, shall in any way release, impair or otherwise affect the liability of the Corporate Guarantor hereunder, and the Corporate Guarantor waives any and all defenses of the Developer pertaining to the Indebtedness, any evidence thereof, and any security therefor, except the defense of discharge by payment. The failure of any person or persons to sign this or any other guaranty shall not release, impair or affect the liability of the Corporate Guarantor hereunder. This guaranty is a primary obligation of the Corporate Guarantor and the City shall not be required to first resort for payment of the Indebtedness to the Developer or any other person, their

properties or estates, or any security or other rights or remedies whatsoever. The Corporate Guarantor shall be and remain liable for any deficiency remaining after foreclosure of any mortgage or security interest securing the Indebtedness, whether or not the liability of the Developer or any other person for such deficiency is discharged pursuant to statute, judicial decision or otherwise.

The liability of the Corporate Guarantor under this guaranty is in addition to and shall be cumulative with all other liabilities of the Corporate Guarantor to the City, as guarantor or otherwise, without any limitation as to amount, unless the writing evidencing or creating such other liability specifically provides to the contrary. If any payment applied by the City to the Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including without limitation the bankruptcy, insolvency or reorganization of the Developer or any other person), the Indebtedness to which such payment was applied shall for the purposes of this guaranty be deemed to have continued in existence, notwithstanding such application, and this guaranty shall be enforceable as to such Indebtedness as fully as if such application had never been made.

The Corporate Guarantor waives: (1) notice of acceptance of this guaranty and of the creation and existence of the Indebtedness; (2) presentment, demand for payment, notice of dishonor, notice of nonpayment, and protest of any instrument evidencing the Indebtedness; and (3) all other demands and notices to the Corporate Guarantor or any other person and all other actions to establish the liability of the Corporate Guarantor hereunder. The Corporate Guarantor consents to the personal jurisdiction of the state and federal courts located in the State of Minnesota in connection with any controversy related to this guaranty, waives any argument that venue in such forums is not convenient, and agrees that any litigation initiated by the Corporate Guarantor against the City in connection with this guaranty shall be venued in either the District Court of Sherburne County, Minnesota, or the United States District Court, District of Minnesota.

All property of the Corporate Guarantor, now or hereafter in the possession, control or custody of or in transit to the City for any purpose, including without limitation the balance of every account of the Corporate Guarantor with and each claim of the Corporate Guarantor against the City, shall be subject to a lien and security interest in favor of the City, as security for all liabilities of the Corporate Guarantor to the City, and shall be subject to be set off against any and all such liabilities, and the City may at any time and from time to time at its option and without notice appropriate and apply any such property toward the payment of any and all such liabilities. The Corporate Guarantor agrees to promptly provide the City from time to time with financial statements of the Corporate Guarantor, in form and substance acceptable to the City, at least once every 12 months and as otherwise requested by the City. The Corporate Guarantor agrees to promptly provide the City from time to time with such other information respecting the condition (financial and otherwise), business and property of the Corporate Guarantor as the City may request, in form and substance acceptable to the City.

The Corporate Guarantor waives all claims, rights and remedies which the Corporate Guarantor may now have or hereafter acquire against any person at any time now or hereafter liable to payment of any of the Indebtedness and as to any collateral security, including but not limited to all claims, rights and remedies of contribution, indemnification, exoneration, reimbursement, recourse and subrogation, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise, whether or not the Indebtedness has been fully paid, and all payments and recoveries under this guaranty shall be considered equity investments by the Corporate Guarantor in the Developer; provided, nothing contained in this guaranty shall deprive the Corporate Guarantor of any claim, right or remedy, after the Indebtedness has been fully paid, against any person other than the Developer. No delay or failure by the City in exercising any right, and no partial or single exercise thereof shall constitute a waiver thereof. No waiver of any rights hereunder, and no modification or amendment of this guaranty shall be effective unless the same is in writing duly executed by the City, and each such waiver,

if any, shall apply only with respect to the specific instance involved and shall not impair or affect the rights of the City or the provisions of this guaranty in any other respect at any other time. This guaranty shall continue until written notice of revocation of this guaranty, executed by the Corporate Guarantor, has been received by the City; provided, no revocation of this guaranty shall affect in any manner any liability of the Corporate Guarantor under this guaranty with respect to Indebtedness arising before the City receives such written notice of revocation, and the sole effect of revocation of this guaranty shall be to exclude from this guaranty Indebtedness thereafter arising which is unconnected with Indebtedness theretofore arising or transactions theretofore entered into.

Any invalidity or unenforceability of any provision or application of this guaranty shall not affect other lawful provisions and applications hereof and to this end the provisions of this guaranty are declared to be severable. This guaranty shall bind the Corporate Guarantor and the representatives, successors and assigns of the Corporate Guarantor, and of each of them respectively, and shall benefit the City, its successors and assigns. This guaranty shall be governed by and construed in accordance with the laws of the State of Minnesota.

The Corporate Guarantor is or will be the occupant of certain property in the City (the "Property"). Developer has acquired the Property and will be leasing it to the Corporate Guarantor pursuant to a certain lease agreement (the "Lease"). Developer and the Corporate Guarantor are under common ownership. The Corporate Guarantor acknowledges and agrees that the Indebtedness is being utilized by Developer to finance the acquisition the Property to construct an industrial warehouse facility for Corporate Guarantor and, therefore, the Corporate Guarantor's obligations under this Guaranty are proper, valid and enforceable. This Guaranty has been approved by unanimous consent of the board of governors of the Corporate Guarantor.

THE ENTITY GUARANTOR REPRESENTS, CERTIFIES, WARRANTS AND AGREES THAT THE UNDERSIGNED HAVE READ ALL OF THIS GUARANTY AND UNDERSTAND ALL OF THE PROVISIONS OF THIS GUARANTY. THE ENTITY GUARANTOR ALSO AGREES THAT COMPLIANCE BY THE LENDER WITH THE EXPRESS PROVISIONS OF THIS GUARANTY SHALL CONSTITUTE GOOD FAITH AND SHALL BE CONSIDERED REASONABLE FOR ALL PURPOSES.

HERTIGATE MILLWORKS, INC.,
a Minnesota corporation

By: _____
Its: _____

EXHIBIT H

MORTGAGE

MORTGAGE

THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THIS MORTGAGE IS \$1,378,019.60.

THIS MORTGAGE (the “Mortgage”) is given on _____, 2024, from PLM PROPERTIES, LLC, a Minnesota limited liability company (“Developer”), to the CITY OF ELK RIVER, MINNESOTA, a municipal corporation and political subdivision of the State of Minnesota (“City”).

Developer owes City the principal sum of ONE MILLION THREE HUNDRED SEVENTY-EIGHT THOUSAND ONE HUNDRED NINETEEN DOLLARS AND 60/100 (\$1,378,019.60), which debt is evidenced by a Purchase Price Note of even date herewith (the “Note”), the terms and conditions of which are incorporated herein and matures on February 1, 2035, or such earlier date provided in the Note. This Mortgage secures to City: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions, and modifications of the Note; (b) the payment of all other sums, with interest thereon, advanced to protect the security of this Mortgage; (c) the performance of Developer’s covenants and agreements under this Mortgage and the Note; and (d) is subject to the terms and conditions of that certain Development Assistance Agreement, between the Developer and the City, dated _____, 2024 (the “Development Assistance Agreement”). For this purpose, Developer does hereby mortgage, grant, and convey to City, with power of sale, the property located in the City, and legally described in **EXHIBIT A** attached hereto, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Mortgage. All of the foregoing is referred to in this Mortgage as the “Property.”

DEVELOPER COVENANTS that Developer is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, and convey the Property and that the Property is free from all encumbrances except as may be further stated in **EXHIBIT B** attached hereto (the “Permitted Encumbrances”). Developer warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Developer and City agree as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST; LATE CHARGES. Developer shall promptly pay when due the principal of and accrued interest on the debt evidenced by the Note and any late charges due under the Note.

2. CHARGES; LIENS. Developer shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any. Developer shall pay these obligations on time directly to the person owed payment.

Developer shall promptly discharge any lien which has priority over this Mortgage except the Permitted Encumbrances, unless Developer: (a) agrees in writing to the payment of the obligation secured by the lien in a manner reasonably acceptable to City; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in City's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to City subordinating the lien to this Mortgage. If City determines that any part of the Property is subject to a lien other than the Permitted Encumbrances which may attain priority over this Mortgage, City may give Developer a notice identifying the lien. Developer shall satisfy the lien or notify City of its intent to take one or more of the actions set forth above within 30 days of the giving of notice.

3. HAZARD OR PROPERTY INSURANCE. For so long as this Mortgage is in effect, Developer shall continuously maintain insurance in accordance with the provisions of the Development Assistance Agreement. Further, City hereby acknowledges that this Section 3 shall be subject to Section 4.1 of the Development Assistance Agreement.

If under Section 15 the Property is acquired by City, Developer's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to City to the extent of the sums secured by this Mortgage immediately prior to the acquisition.

4. ASSIGNMENT OF LEASES AND RENTS. Developer hereby assigns to City, as additional security, all leases, rents, and profits now due or which may become due under or by virtue of any lease, license, sublease, or agreement, whether written or verbal, for the use or occupancy of the Property, or any part thereof, whether before or after foreclosure or during any redemption period, and City shall have the power irrevocably to manage, control and lease the Property and collect such leases, rents, and profits. However, this Section 4 shall be enforceable by City only during such period of time as an Event of Default (as defined in the Development Assistance Agreement) shall have occurred and shall be continuing hereunder.

5. PROTECTION OF THE PROPERTY. Developer shall not destroy or damage the Property or commit waste on the Property. Developer shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in City's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Mortgage or City's security interest. Developer may cure such a default and reinstate, as provided in Section 13, by causing the action or proceeding to be dismissed with a ruling that, in City's good faith determination, precludes forfeiture of Developer's interest in the Property or other material impairment of the lien created by this Mortgage or City's security interest. Developer shall also be in default if Developer gave materially false or inaccurate information or statements to City in connection with the loan evidenced by the Note.

Developer shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property

6. PROTECTION OF CITY'S RIGHTS IN THE PROPERTY. If Developer fails to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may materially affect City's rights in the Property (such as a proceeding in bankruptcy, condemnation or forfeiture), City, upon written notice to Developer, may do and pay for whatever is necessary to protect the value of the Property and City's rights in the Property. City's actions may include paying any sums secured by a lien which has priority over this Mortgage, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although City may take action under this Section 6, City is not required to do so.

Any amounts disbursed by City under this Section 6 shall become additional debt of Developer secured by this Mortgage. Unless Developer and City agree to other terms of payment, these amounts shall bear interest from the date of disbursement at a rate equal to the interest rate on the Note and shall be payable, with interest, upon notice from City to Developer requesting payment.

7. INSPECTION. City or its agent may make reasonable entries upon and inspections of the Property upon reasonable prior notice that specifies reasonable cause for such entry and inspection to Developer subject to the rights of tenants pursuant to any leases. City shall use reasonable efforts to avoid disturbing business operations on the Property during such inspections.

8. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to City subject to the following paragraph.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Developer. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Mortgage immediately before the taking, unless Developer and City otherwise agree in writing, if any, the sums secured by this Mortgage shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Developer. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Developer and City otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Mortgage whether or not the sums are then due.

9. FORBEARANCE BY CITY NOT A WAIVER. Any forbearance by City in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

10. SUCCESSORS AND ASSIGNS BOUND. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of City and Developer.

11. NOTICES. Any notice to Developer provided for in this Mortgage shall be given by delivering it personally or by mailing it by first class United States mail, postage prepaid, return receipt requested. The notice shall be directed to Developer at 19830 Polk Street, Elk River, MN 55330, Attn: Patrick Menth, or any other address Developer designates by notice to City. Any notice to City shall be given or mailed to 13065 Orono Parkway, Elk River, Minnesota 55330, Attn: City Administrator, or any other address City designates by notice to Developer. Any notice provided for in this Mortgage shall be deemed to have been given to Developer or City when given as provided in this paragraph.

12. GOVERNING LAW; SEVERABILITY. This Mortgage shall be governed by the law of the State of Minnesota. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. To this end, the provisions of this Mortgage and the Note are declared to be severable.

13. BORROWER'S RIGHT TO REINSTATE. If Developer meets certain conditions, Developer shall have the right to have enforcement of this Mortgage discontinued at any time prior to the earlier of: (a) 5 days before sale of the Property pursuant to any power of sale contained in this Mortgage; or (b) entry of a judgment enforcing this Mortgage. Those conditions are that Developer: (a) pays City all sums which then would be due under this Mortgage and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Mortgage, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as City may reasonably require to assure that the lien of this Mortgage, City's rights in the Property and Developer's obligation to pay the sums secured by this Mortgage shall continue unchanged. Upon reinstatement by Developer, this Mortgage and the obligations secured hereby shall remain fully effective as if no acceleration had occurred.

14. HAZARDOUS SUBSTANCES. Developer shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the Property, except those solvents, oils, cleaning materials, and other substances as are used in the ordinary course of Developer's business. Developer shall not do, and will use its best efforts not to allow anyone else to do, anything affecting the Property that is in violation of any environmental law.

Developer shall promptly give City written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any hazardous substance or environmental law of which Developer has actual knowledge. If Developer learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the Property is necessary, Developer shall promptly take all necessary remedial actions in accordance with that environmental law.

As used in this Section 14, "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Section 14, "environmental law" means federal or state laws that relate to environmental protection.

15. ACCELERATION; REMEDIES. City shall give notice to Developer prior to acceleration following Developer's breach of any covenant or agreement in this Mortgage. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Developer by which the default must be cured, provided, however, if Developer is diligently pursuing a cure, Developer shall have such additional time as is reasonably necessary to complete the cure; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Developer of the right to reinstate after acceleration and sale. If the default is not cured on or before the date specified in the notice, City at its option may require immediate payment in full of any sums secured by this Mortgage without further demand and may invoke the power of sale and any other remedies permitted by law. City shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 15, including, but not limited to, reasonable attorneys' fees.

If City invokes the power of sale, City shall cause a copy of a notice of sale to be served upon any person in possession of the Property. City shall publish a notice of sale, and the Property shall be sold at public auction in the manner prescribed by law. City or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Mortgage; and (c) any excess to the person or persons legally entitled to it.

16. RELEASE OF MORTGAGE. Upon payment of all sums secured by this Mortgage, City shall discharge this Mortgage without charge to Developer. Developer shall pay any recordation costs.

17. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN DEVELOPER. If Developer sells or conveys all or any part of the Property or any interest in the Property (or if a beneficial interest in Developer is sold or transferred and Developer is not a national person) without City's prior written consent, City may, at its option, require immediate payment in full of all sums secured by this Mortgage as set forth in the Note.

18. ADDITIONAL COVENANTS. Developer covenants: (a) to warrant title to the Property, (b) to pay all other mortgages, liens, charges or encumbrances against the Property as and when they become due, (c) to pay the indebtedness of the Note as herein provided, (d) to pay all real estate taxes on the Property (e) that the Property shall be kept in repair and no waste shall be committed as provided in Section 5, (f) to continuously maintain insurance in accordance with the provisions of the Development Assistance Agreement for so long as this Mortgage is in effect; and (g) that the whole of the principal sum shall become due after an Event of Default related to the payment of any installment of principal or interest, or of any tax, or in the performance of any other covenant, at the option of City; provided, however, that if City declares an Event of Default and requires payment in full of all sums secured by this Mortgage, then Developer may, in its sole discretion, elect to convey title to the Property to City and, in that event, City shall forgive the unpaid balance of all sums secured by this Mortgage and release Developer from its obligations under this Mortgage, the Note and the Development Assistance Agreement without further liability.

This Mortgage was duly executed by Developer on the date and year first written above.

PLM PROPERTIES, LLC

By _____
Its _____

STATE OF MINNESOTA)
)ss
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, as the _____ of PLM Properties, LLC, a Minnesota limited liability company.

Notary Public

This document drafted by:

KENNEDY & GRAVEN, CHARTERED (GAF)
100 S 5th St., Suite 700
Minneapolis, Minnesota 55402
(612) 337-9300

**EXHIBIT A
TO MORTGAGE
LEGAL DESCRIPTION**

That certain property located in the City of Elk River, Sherburne County, Minnesota, legally described as Lot 1, Block 1 Nature's Edge Business Center Fifth Addition.

**EXHIBIT B
TO MORTGAGE
PERMITTED ENCUMBRANCES**



Request for Action

To
City Council

Item Number
10.1

Meeting Date
June 17, 2024

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

Item Description
FT Center Room Rental, Turf, and Ice Rates

Reviewed by
Joe Stremcha
Cal Portner
Tina Allard

Action Requested
Discuss fundamental changes in the FT Center rate structure.

Background/Discussion
The current rate structure has numerous rates based on time of day, resident/nonresident, thresholds regarding when or if discounts apply, etc.

Staff will present the current rates and discuss an alternative methodology for establishing rates going forward.

Financial Impact
The FT Centers rates impact the overall budget revenues.

Mission/Policy/Goal
Elk River Mission

Attachments
I. Ft Center Rates Presentation

The Elk River Vision

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



FT Center 2025 Rates

Ice, Turf, and Room Rentals



ICE

USER GROUPS	2023			
	# of Prime Hours Sold	# of Non-Prime Hours Sold	Total Hours	FYE Revenue
ERYHA	1757.53	102.17	1859.7	\$427,733
Two Brothers	66	441	507	\$88,700
Figure Skating Club	174.1	168.75	342.85	\$67,837
ERHS Practice	238	12.5	250.5	\$57,800
Squatch	75	152.12	227.12	\$39,528
Other	181.38	237.75	419.13	\$81,165
Total	2492.01	1114.29	3606.3	\$762,762

ICE

2024-25 Proposal:						
2024 Current Rates	Prime	\$250	Non-Prime	\$195	School Hours	\$140
2025 Proposed Rates	Prime	\$260	80% of Prime	\$208	50% of Prime	\$130
Discount Based on FYE 2023 Hours	Percentage	Rate	Percentage	Rate	Percentage	Rate
500+	95%	\$247	75%	\$156	100%	\$130
400+	96%	\$250	80%	\$166	100%	\$130
300+	97%	\$252	85%	\$177	100%	\$130
200+	98%	\$255	90%	\$187	100%	\$130
100+	99%	\$257	95%	\$198	100%	\$130
1+	100%	\$260	100%	\$208	100%	\$130

ICE

USER GROUPS	2024-2025 Estimated Revenue Based on 2023 Hours Sold							
	Prime Rate	Non-Prime/School Hour Rate	Prime cost	Non-Prime cost	Total cost	Difference	Percent change	Contract Renewal Year
ERYHA	\$247	\$156	\$434,110	\$15,939	\$450,048	\$22,316	5.22%	Effective 2024-25
Two Brothers	\$247	\$156	\$16,302	\$68,796	\$85,098	-\$3,602	-4.06%	Effective 2026-27
Figure Skating Club	\$252	\$177	\$43,908	\$29,835	\$73,743	\$5,906	8.71%	Effective 2024-25
ERHS Practice	\$257	\$198	\$61,261	\$2,470	\$63,731	\$5,931	10.26%	Effective 2024-25
Squatch	\$257	\$130	\$19,305	\$19,776	\$39,081	-\$447	-1.13%	Effective 2026-27
Other	\$260	\$208	\$47,159	\$49,452	\$96,611	\$15,446	19.03%	Effective 2024-25
Total	N/A	N/A	\$622,045	\$186,267	\$808,312.05	\$45,549.44	5.97%	

TURF

USER GROUPS	2023				
	# of Prime Hours Sold November - April	# of Non-Prime Hours Sold May - October	Total Hours	FYE Revenue	Avg. Cost/Hour
Elk River Youth Softball Association	116	0	116	\$17,600	\$151.72
Rogers Otsego Softball Association	84	0	84	\$8,693	\$103.48
Rogers Otsego Youth Baseball Association	76	0	76	\$10,236	\$134.68
Stephanie Powers	10.5	38.5	49	\$5,659	\$115.49
Vitali Cirlan	7.5	33.5	41	\$3,883	\$94.70
Elk River Youth Lacrosse Association	34.5	0	34.5	\$5,793	\$167.90
Elk River High School	27	6	33	\$3,160	\$95.76
Elk River High School Boys Lacrosse Booster Club	31.5	0	31.5	\$4,770	\$151.43
Elk River Youth Baseball Association	35	0	31	\$4,576	\$147.62
Rogers/Otsego Lacrosse	31	0	31	\$6,046	\$195.03
Other (1-30 Hour User Groups)	463	181	626	\$59,214	\$94.59
Total	916	259	1153	\$129,629	\$112.43



TURF

2024 CURRENT RATES		NOVEMBER - APRIL				
2024 Rates FULL Resident	Weekday Days	\$105	Weekday Nights	\$145	Weekends	\$175
2024 Rates FULL Non-Resident	Weekday Days	\$120	Weekday Nights	\$166	Weekends	\$201
2024 Rates HALF Resident	Weekday Days	\$60	Weekday Nights	\$85	Weekends	\$100
2024 Rates HALF Non-Resident	Weekday Days	\$75	Weekday Nights	\$93	Weekends	\$114
PROPOSED RATES		NOVEMBER - APRIL				
2025 Rates FULL	Prime Nights/Weekends	\$195	Non-Prime Days 60% of Prime	\$117		
2025 Rates HALF	Prime Nights/Weekends 60% of Prime	\$117	Non-Prime Days 40% of Prime	\$78		

Eliminate Resident/Non-Resident Rates:

**Facility was constructed with Local Option Sales Tax (LOST) revenue (60% non-resident funding) rather than a property tax levy. There is no governmental fund transfer supporting a Resident/Non-Resident rate differential subsidy.

**No bulk buy discounts given the number of hours purchased by top 10 users.



TURF

2024 CURRENT RATES		MAY - OCTOBER				
2024 Rates FULL Resident	Weekday Days	\$55	Weekday Nights	\$75	Weekends	\$90
2024 Rates FULL Non-Resident	Weekday Days	\$63	Weekday Nights	\$85	Weekends	\$103
2024 Rates HALF Resident	Weekday Days	\$30	Weekday Nights	\$45	Weekends	\$50
2024 Rates HALF Non-Resident	Weekday Days	\$34	Weekday Nights	\$40	Weekends	\$57
PROPOSED RATES		MAY - OCTOBER				
2025 Rates FULL	Prime Nights/Weekends	\$100	Non-Prime Days 60% of Prime	\$60		
2025 Rates HALF	Prime Nights/Weekends 60% of Prime	\$60	Non-Prime Days 40% of Prime	\$40		

Eliminate Resident/Non-Resident Rates:

**Facility was constructed with Local Option Sales Tax (LOST) revenue (60% non-resident funding) rather than a property tax levy. There is no governmental fund transfer supporting a Resident/Non-Resident rate differential subsidy.

**No bulk buy discounts given the number of hours purchased by top 10 users.



TURF

USER GROUPS	2023 hours/2022-23 and 2023-24 Rate Revenue				Revenue Based on 2023 Hours Sold						
	# of Prime Hours Sold	# of Non-Prime/School Hours Sold	Total Hours	FYE Revenue	Prime Rate	Non-Prime/School Hour Rate	Prime cost	Non-Prime cost	Total cost	Difference	Percent change
Elk River Youth Softball Association	116	0	116	\$17,600							
Rogers Otsego Softball Association	84	0	84	\$8,693							
Rogers Otsego Youth Baseball Association	76	0	76	\$10,236							
Stephanie Powers	10.5	38.5	49	\$5,659							
Vitali Cirilan	7.5	33.5	41	\$3,883							
Elk River Youth Lacrosse Association	34.5	0	34.5	\$5,793							
Elk River High School	27	6	33	\$3,160							
Elk River High School Boys Lacrosse Booster Club	31.5	0	31.5	\$4,770							
Elk River Youth Baseball Association	35	0	31	\$4,576							
Rogers/Otsego Lacrosse	31	0	31	\$6,046							
Other (1-30 Hour User Groups)	463	181	626	\$59,214							
Total	916	259	1153	\$129,629							

Insufficient data for projections:

**Too many user groups (104 groups)

**Purchases are low volumes (1 hour to 116 hours)

**24 different rates based on resident/non-resident, time of day, and season



ROOMS

USER GROUPS	2023 hours/2022-23 and 2023-24 Rate Revenue				
	# of Resident Hours Sold	# of Non-Resident Hours Sold	Total Hours	FYE Revenue	Average \$/Hour
Party Room 1 (W)	23.25	19.25	42.5	\$2,279	\$53.62
Party Room 2 (E)	8.5	16.5	25	\$1,382	\$55.28
Meeting Room 1 (N)	50	59.25	109.25	\$7,088	\$64.88
Meeting Room 2 (S)	57.5	58.5	116	\$7,487	\$64.54
Flex Space	10.5	19.25	29.75	\$3,004	\$100.97
Senior Center	7	6	13	\$723	\$55.63
Upper Lobby	31	0	31	\$3,760	\$121.29
Total	187.75	178.75	366.5	\$25,723	\$70.18

ROOMS

2024 CURRENT RATES					
ROOM	SQ FT	Resident	Non-Resident	Average	Avg. Price/ SQ FT
Party Room 1 (W)	532	\$50	\$58	\$54	\$0.10
Party Room 2 (E)	532	\$50	\$58	\$54	\$0.10
Meeting Room 1 (N)	945	\$60	\$69	\$65	\$0.07
Meeting Room 2 (S)	1051	\$60	\$69	\$65	\$0.06
Flex Space	1690	\$100	\$115	\$108	\$0.06
Senior Center	2641	Varies	Varies	Varies	Varies
Upper Lobby	3410	Varies	Varies	Varies	Varies
TOTAL SPACE	10801	320	369	344.5	0.40

Deposit, 2 hour minimum, charges for 15 minute increments there after).

*Subject to time of day (8 rates)

ROOMS

PROPOSED RATES			
ROOM	SQ FT	Cost/SQFT	Rental Rate/Hour
Party Room 1 (W)	532	\$0.100	\$53
Party Room 2 (E)	532	\$0.100	\$53
Meeting Room 1 (N)	945	\$0.075	\$71
Meeting Room 2 (S)	1051	\$0.075	\$79
Flex Space	1690	\$0.065	\$110
Senior Center	2641	\$0.023	\$60
Upper Lobby	3410	\$0.037	\$125

Eliminate Resident/Non-Resident Rates:

Facility was constructed with Local Option Sales Tax (LOST) revenue (60% non-resident funding) rather than a property tax levy. There is no governmental fund transfer supporting a Resident/Non-Resident rate differential subsidy.



ROOMS

USER GROUPS	2023 hours/2022-23 and 2023-24 Rate Revenue				Revenue Based on 2023 Hours Sold			
	# of Resident Hours Sold	# of Non-Resident Hours Sold	Total Hours	FYE Revenue	Rental Rate/Hour	Estimated Revenue	Difference	Percent change
Party Room 1 (W)	23.25	19.25	42.5	\$2,279	\$53	\$2,261	-\$18	-0.79%
Party Room 2 (E)	8.5	16.5	25	\$1,382	\$53	\$1,330	-\$52	-3.76%
Meeting Room 1 (N)	50	59.25	109.25	\$7,088	\$71	\$7,743	\$655	9.24%
Meeting Room 2 (S)	57.5	58.5	116	\$7,487	\$79	\$9,144	\$1,657	22.14%
Flex Space	10.5	19.25	29.75	\$3,004	\$110	\$3,268	\$264	8.80%
Senior Center	7	6	13	\$723	\$60	\$780	\$57	7.85%
Upper Lobby	31	0	31	\$3,760	\$125	\$3,875	\$115	3.06%
Total	\$187.75	\$178.75	\$366.50	\$25,722.75	N/A	\$28,400.83	\$2,678	10.41%

TOTAL IMPACT

FT CENTER 2025 RATE PROJECTIONS

Area	2024 Revenue	2025 Revenue	Difference	Percentage
Ice	\$762,762.61	\$808,312.05	\$45,549.44	5.97%
Turf	\$129,628.75	\$129,628.75	Unknown	Unknown
Rooms	\$25,722.75	\$28,422.18	\$2,699.43	10.49%
Total	\$918,114.11	\$966,362.98	\$48,248.87	5.26%

CITY OF ELK RIVER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2024

101-GENERAL FUND

FINANCIAL SUMMARY

41.67% OF YEAR COMPLETED

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE	PRIOR FY YTD BALANCE
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REVENUE SUMMARY

General Fund	21,570,600.00	270,835.34	1,452,532.31	6.73	20,118,067.69	1,755,401.60
TOTAL REVENUES	21,570,600.00	270,835.34	1,452,532.31	6.73	20,118,067.69	1,755,401.60
	=====	=====	=====	=====	=====	=====

EXPENDITURE SUMMARY

General Government

City Council	213,550.00	7,786.03	69,922.62	32.74	143,627.38	65,596.35
Communications	485,300.00	34,702.08	174,705.10	36.00	310,594.90	162,055.51
Administrative Services	721,850.00	55,164.83	271,897.07	37.67	449,952.93	260,385.97
Human Resources	426,550.00	26,586.62	148,727.15	34.87	277,822.85	142,279.45
Elections	75,500.00	0.00	25,588.59	33.89	49,911.41	6,213.68
Finance	800,750.00	62,365.48	366,935.50	45.82	433,814.50	314,126.16
Information Technology	731,500.00	54,927.87	231,277.25	31.62	500,222.75	211,349.60
Legal	275,000.00	55,948.38	138,028.70	50.19	136,971.30	84,441.38
Community Development	0.00	17.04	34,265.46	0.00	(34,265.46)	104,722.16
Planning	485,100.00	36,215.57	175,506.52	36.18	309,593.48	95,172.74
Building Maintenance	1,085,250.00	76,286.36	397,314.15	36.61	687,935.85	391,806.00
TOTAL General Government	5,300,350.00	410,000.26	2,034,168.11	38.38	3,266,181.89	1,838,149.00

Public Safety

Police Administration	1,175,550.00	57,687.86	560,192.58	47.65	615,357.42	516,847.33
Patrol	3,780,150.00	253,974.27	1,359,031.27	35.95	2,421,118.73	1,351,084.55
Investigations	1,430,850.00	91,121.18	424,269.77	29.65	1,006,580.23	489,893.26
Police Support Services	945,800.00	64,509.10	305,159.26	32.26	640,640.74	252,263.70
Police Reserves	16,550.00	0.00	678.84	4.10	15,871.16	1,578.04
Public safety building	229,500.00	6,177.38	60,288.58	26.27	169,211.42	78,865.59
Fire Administration	1,332,800.00	76,864.99	415,703.18	31.19	917,096.82	413,093.33
Fire Operations	630,450.00	28,082.22	212,231.12	33.66	418,218.88	255,023.11
Emergency Management	34,750.00	1,423.64	7,700.41	22.16	27,049.59	9,925.83
Building Safety	625,500.00	47,736.18	236,427.79	37.80	389,072.21	222,289.77
Code Enforcement	126,000.00	9,335.62	47,237.10	37.49	78,762.90	43,770.92
Environmental	101,700.00	10,255.92	46,830.83	46.05	54,869.17	36,318.83
TOTAL Public Safety	10,429,600.00	647,168.36	3,675,750.73	35.24	6,753,849.27	3,670,954.26

Public Works

Street Maintenance	1,742,150.00	108,188.40	560,704.24	32.18	1,181,445.76	536,350.44
Snow Removal	411,150.00	475.00	201,793.13	49.08	209,356.87	234,662.21
Equipment Services	397,300.00	31,141.80	154,040.60	38.77	243,259.40	142,124.98
Engineering	489,150.00	37,669.09	192,722.61	39.40	296,427.39	182,434.62
TOTAL Public Works	3,039,750.00	177,474.29	1,109,260.58	36.49	1,930,489.42	1,095,572.25

CITY OF ELK RIVER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2024

101-GENERAL FUND
FINANCIAL SUMMARY

41.67% 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	136,130.91	567,265.07	32.53	1,176,434.93	454,881.67
Parks & Rec Admin	621,100.00	30,967.58	246,324.13	39.66	374,775.87	216,611.94
Recreation Programs	181,550.00	10,583.60	32,283.96	17.78	149,266.04	47,119.96
Farmers Market	9,500.00	1,214.19	1,704.15	17.94	7,795.85	1,303.44
Sr Citizen Programs	196,000.00	14,424.34	76,039.19	38.80	119,960.81	68,250.10
TOTAL Culture & Recreation	2,751,850.00	193,320.62	923,616.50	33.56	1,828,233.50	788,167.11
Economic Development						
Economic Development	0.00 (	12,623.68)	23,183.81	0.00 (	23,183.81)	32,390.44
Energy City	49,050.00	2,102.72	11,018.88	22.46	38,031.12	25,124.32
TOTAL Economic Development	49,050.00 (	10,520.96)	34,202.69	69.73	14,847.31	57,514.76
General						
TOTAL EXPENDITURES	21,570,600.00	1,417,442.57	7,776,998.61	36.05	13,793,601.39	7,450,357.38
	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0.00 (	1,146,607.23) (	6,324,466.30)		6,324,466.30 (	5,694,955.78)

101-GENERAL FUND

41.67% OF YEAR COMPLETED

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE	PRIOR FY YTD BALANCE
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General Fund

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Taxes

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	13,155.99	13,155.99	5.85	211,844.01	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	13,155.99	13,155.99	0.09	15,129,544.01	8,943.23

Licenses & Permits

101-3-0000-3211 Liquor License	82,000.00	40,010.00	66,245.00	80.79	15,755.00	71,845.00
101-3-0000-3212 THC License	4,000.00	0.00	400.00	10.00	3,600.00	2,400.00
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	5,980.00	26,190.00	40.29	38,810.00	35,750.00
101-3-0000-3216 Mining License	26,000.00	0.00	0.00	0.00	26,000.00	7,406.75
101-3-0000-3217 Garbage Hauler License	2,500.00	0.00	2,505.00	100.20	(5.00)	765.00
101-3-0000-3218 Other Business License/Permit	16,000.00	1,160.00	5,750.00	35.94	10,250.00	7,390.00
101-3-0000-3229 NPDES Permit	23,000.00	1,225.00	3,325.00	14.46	19,675.00	2,275.00
101-3-0000-3231 Building Permit	600,000.00	36,205.35	125,064.10	20.84	474,935.90	227,577.75
101-3-0000-3232 Plumbing/Heating Permit	160,000.00	10,025.18	35,939.99	22.46	124,060.01	143,991.17
101-3-0000-3233 Permit Surcharge	700.00	408.59	1,940.95	277.28	(1,240.95)	8,899.24
101-3-0000-3235 Animal License	0.00	50.00	100.00	0.00	(100.00)	560.00
101-3-0000-3237 Other Non-Business Lic/Permit	25,000.00	805.00	4,591.19	18.36	20,408.81	9,070.00
TOTAL Licenses & Permits	1,008,200.00	95,869.12	272,501.23	27.03	735,698.77	518,229.91

Intergovernmental Rev

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	2,069.79
TOTAL Intergovernmental Rev	659,000.00	0.00	3,000.00	0.46	656,000.00	6,378.49

Charges for Services

101-3-0000-3412 Planning & Zoning Fees	25,000.00	2,770.00	11,270.00	45.08	13,730.00	10,366.50
101-3-0000-3413 Plan Check Fee	250,000.00	11,785.20	54,267.55	21.71	195,732.45	125,858.48
101-3-0000-3415 Special Assessment Search	500.00	0.00	60.00	12.00	440.00	30.00
101-3-0000-3417 Copies	1,500.00	136.78	590.40	39.36	909.60	457.13
101-3-0000-3430 Lockout Fees	3,500.00	68.00	788.00	22.51	2,712.00	1,440.00
101-3-0000-3431 Police Services	45,000.00	30.00	11,256.82	25.02	33,743.18	11,600.00
101-3-0000-3432 School Liaison	183,000.00	0.00	93,556.76	51.12	89,443.24	89,805.56
101-3-0000-3434 Animal Impound Fee	500.00	100.00	350.00	70.00	150.00	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	0.00	1,009.34	33.64	1,990.66	(300.00)
101-3-0000-3451 Street Services	35,000.00	2,690.00	11,817.50	33.76	23,182.50	7,175.00
101-3-0000-3452 Engineering Services Reimb	20,000.00	0.00	0.00	0.00	20,000.00	5,986.60

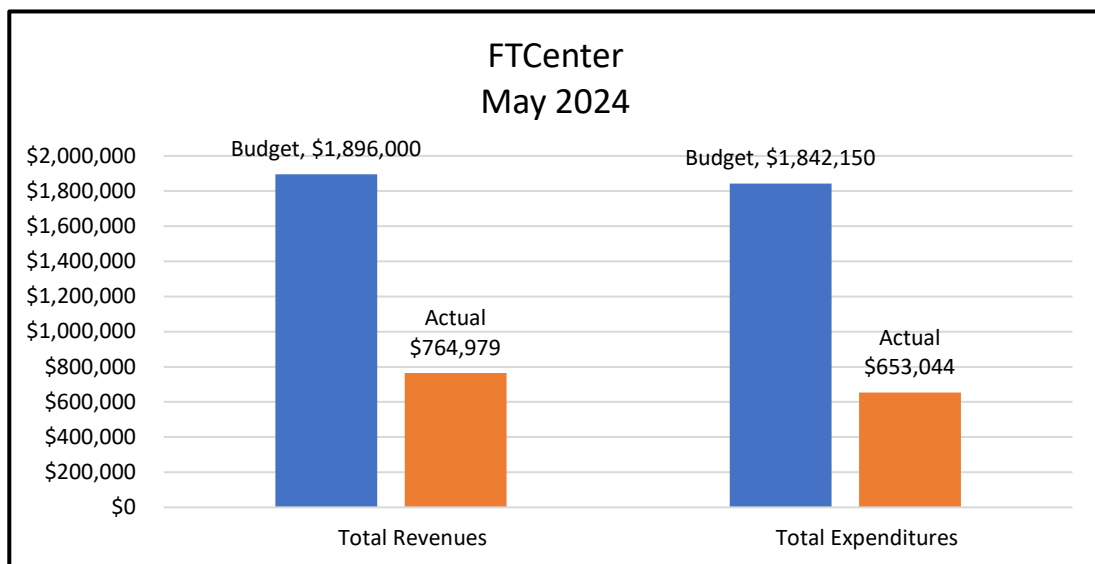
101-GENERAL FUND

41.67% OF YEAR COMPLETED

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE	PRIOR FY YTD BALANCE
101-3-0000-3461 Recreation Fees	50,000.00	2,708.00	31,147.04	62.29	18,852.96	31,841.00
101-3-0000-3462 Sr Center Activities	43,000.00	2,350.26	19,182.57	44.61	23,817.43	22,336.86
101-3-0000-3463 Farmer's Market	12,000.00	360.00	19,325.00	161.04 (	7,325.00)	12,420.00
101-3-0000-3469 Elk RiverFest	20,000.00	832.00	11,842.00	59.21	8,158.00	4,833.72
101-3-0000-3472 Park Use Fee	40,000.00	9,877.98	30,740.29	76.85	9,259.71	21,581.04
101-3-0000-3483 Sewer Inspection Fee	15,000.00	1,780.00	5,025.00	33.50	9,975.00	4,150.00
101-3-0000-3484 Contractor License Check	1,200.00	125.00	355.00	29.58	845.00	205.00
TOTAL Charges for Services	1,148,200.00	35,613.22	562,176.23	48.96	586,023.77	588,226.28
Fines & Forfeits						
101-3-0000-3510 Court Fines	150,000.00	12,401.09	53,759.54	35.84	96,240.46	50,626.97
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	12,401.09	53,759.54	35.84	96,240.46	52,226.97
Special Assessments						
Other Revenue						
101-3-0000-3621 Interest Income	150,000.00	0.00	81,807.96	54.54	68,192.04	63,446.62
101-3-0000-3625 Refunds & Reimbursements	145,000.00	6,200.00 (	26,995.20)	18.62-	171,995.20 (	1,497.94)
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	455.58	3,538.51	35.39	6,461.49	4,670.81
TOTAL Other Revenue	330,000.00	6,655.58	84,101.27	25.49	245,898.73	106,379.49
Other Financing Sources						
Transfers In						
101-3-0000-3921 Transfers	0.00	0.00	224.52	0.00 (	224.52)	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	107,140.34	455,113.53	32.51	944,886.47	474,268.44
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	107,140.34	463,838.05	14.81	2,668,661.95	475,017.23
TOTAL General Fund						
	21,570,600.00	270,835.34	1,452,532.31	6.73	20,118,067.69	1,755,401.60
TOTAL REVENUE						
	21,570,600.00	270,835.34	1,452,532.31	6.73	20,118,067.69	1,755,401.60
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**CITY OF ELK RIVER
MULTIPURPOSE FACILITY - BUDGET TO ACTUAL
MONTH ENDED MAY 31, 2024**

	Current Budget	Year to Date Actual	% of Budget
Revenues:			
Ice Rental	\$893,500	\$372,745	41.72%
Admissions	45,000	23,687	52.64%
Dry Floor Events/Craft Shows	7,000	465	6.64%
Facility Rental	244,400	95,342	39.01%
Advertising/Naming Rights/Sponsorships	178,000	63,821	35.85%
Recreation fees (Skating/Hockey)	290,000	92,863	32.02%
Concessions/vending	229,000	109,405	47.77%
Other Revenues (interest, etc.)	9,100	6,651	73.09%
Total Revenues	\$1,896,000	\$764,979	40.35%
Operating expenses:			
Personal services	\$900,650	\$383,355	42.56%
Supplies	159,800	96,482	60.38%
Other service charges	661,300	173,207	26.19%
Capital Outlay	120,400	0	0.00%
Total Expenditures	\$1,842,150	\$653,044	35.45%
Revenues over/(under) expenditures	\$53,850	\$111,935	



CITY OF ELK RIVER
ENTERPRISE FUNDS - BUDGET TO ACTUAL
MONTH ENDED MAY 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	\$ 3,214,076	39.38%									
Cost of sales	(6,028,000)	(2,001,109)	33.20%									
Gross profit	2,133,000	1,212,966	56.87%									
Operating revenues:												
User charges	-	-	-	\$ 2,630,000	\$ 912,688	34.70%	\$ 2,009,800	\$ 646,329	32.16%	\$ 630,000	\$ 222,670	35.34%
Delinquency collections	-	-	-	1,000	-	0.00%	-	117	-	-	19	-
Other	9,000	1,535	17.06%	180,000	62,742	34.86%	-	-	-	-	-	-
Total operating revenues	9,000	1,535	17.06%	2,811,000	975,430	34.70%	2,009,800	646,446	32.16%	630,000	222,688	35.35%
Operating expenses:												
Personal services	1,070,500	458,856	42.86%	863,500	315,132	36.49%	45,550	18,365	40.32%	-	-	-
Supplies	28,100	18,397	65.47%	324,600	82,786	25.50%	23,400	763	3.26%	1,000	315	31.54%
Other service charges	355,950	104,683	29.41%	972,410	595,915	61.28%	1,773,250	551,661	31.11%	453,600	52,238	11.52%
Depreciation *	100,000	-	0.00%	1,705,000	-	0.00%	-	-	-	495,000	-	0.00%
Total operating expenses	1,554,550	581,936	37.43%	3,865,510	993,833	25.71%	1,842,200	570,789	30.98%	949,600	52,554	5.53%
Operating income (loss)	587,450	632,565	107.68%	(1,054,510)	(18,403)	1.75%	167,600	75,657	45.14%	(319,600)	170,134	-53.23%
Nonoperating revenues (expenses):												
Interest income	125,000	42,026	33.62%	125,000	104,625	83.70%	8,000	10,055	125.69%	25,000	23,459	93.84%
Interest expense/agent fees	-	-	-	(82,800)	(42,918)	51.83%	-	-	-	-	-	-
Total nonoperating revenues (expenses)	125,000	42,026	33.62%	42,200	61,708	146.23%	8,000	10,055	125.69%	25,000	23,459	93.84%
Income (loss) before contributions & transfers	712,450	674,591	94.69%	(1,012,310)	43,305	-4.28%	175,600	85,713	48.81%	(294,600)	193,594	-65.71%
Contributions - connection fees	-	-	-	1,000,000	95,942	9.59%	-	-	-	-	-	-
Transfers in (ARPA funds)	-	-	-	-	350,000	0.00%	-	-	-	-	-	-
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)	674,591	-125.49%	(187,310)	490,947	-262.10%	117,600	85,713	72.89%	(469,600)	193,594	-41.23%
Items reclassified to balance sheet at year end:												
Bond Proceeds				-	-	-						
Capital Outlay	(91,000)	-	-	(173,000)	(398,384)	-	-	-	-	-	-	-
Bond Payment (Payoff 2014B Refunded Debt)	-	-	-	(520,000)	(520,000)	-	-	-	-	-	-	-
Revenues over/(under) expenditures	(628,550)	674,591		(880,310)	(427,437)		117,600	85,713		(469,600)	193,594	

* Recorded at year-end

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
002-1010	Cash - Section 125		9,297.31	2,137.22	11,434.53
101-1010	Cash - General Fund		3,288,734.92	(1,117,659.13)	2,171,075.79
211-1010	Cash - Library		185,680.06	(10,304.12)	175,375.94
219-1010	Cash - Federal COVID Fund		1,427,939.20	(344,387.36)	1,083,551.84
221-1010	Cash - Multipurpose Facility		37,210.61	(63,244.61)	(26,034.00)
225-1010	Cash - Park Dedication		1,453,061.71	(8,104.50)	1,444,957.21
228-1010	Cash - Landfill		195,832.75	(6,405.59)	189,427.16
231-1010	Cash - Landfill Const Debris		852,220.05	0.00	852,220.05
240-1010	Cash - Micro Loan Fund		1,147,488.54	554.60	1,148,043.14
242-1010	Cash - State DEED		460,312.95	3,138.13	463,451.08
245-1010	Cash - Development Fund		1,260,915.69	437,062.70	1,697,978.39
290-1010	Cash - Capital Outlay Reserve		2,630,071.84	32,938.54	2,663,010.38
291-1010	Cash - Insurance Reserve	(106,966.25)	(106,966.25)	(2,034.28)	(109,000.53)
292-1010	Cash - Govt Bldgs Reserve		5,149,839.98	1,580.55	5,151,420.53
294-1010	Cash - Drug Forfeiture		6,572.84	686.42	7,259.26
296-1010	Cash - GRE Reserve		830,061.22	373.00	830,434.22
301-1010	Cash - 2020A GO CIP Bonds		33,644.05	0.00	33,644.05
302-1010	Cash - 2021A GO CIP BONDS		20,042.94	0.00	20,042.94
333-1010	Cash - 2020B (2010/2012) Bonds	(173,296.30)	(173,296.30)	0.00	(173,296.30)
343-1010	Cash - 2019A Sales Tax Bonds		7,894,971.59	0.00	7,894,971.59
401-1010	Cash - Pavement Mgmt		4,813,764.81	1,221,257.30	6,035,022.11
403-1010	Cash - Street Improvement		547,289.33	(6,417.00)	540,872.33
406-1010	Cash - City Wide Trunk Util		1,656,259.73	(1,345,363.67)	310,896.06
410-1010	Cash - Equipment Replacement		1,943,408.01	(123,315.00)	1,820,093.01
411-1010	Cash - Technology Replacement		50,236.01	911.32	51,147.33
420-1010	Cash - Active ER		1,500,862.17	0.00	1,500,862.17
421-1010	Cash - PS Building/Fire Sta 3		917,421.20	3,718.21	921,139.41
440-1010	Cash - Park Improvement		290,701.61	(314,490.56)	(23,788.95)
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		9,619,849.29	(172,237.03)	9,447,612.26
603-1010	Cash - Liquor		3,985,340.81	142,000.18	4,127,340.99
605-1010	Cash - Garbage		975,804.18	19,940.01	995,744.19
607-1010	Cash - Storm Water		2,272,224.17	55,614.42	2,327,838.59
801-1010	Cash - Interest		0.00	123,237.17	123,237.17
821-1010	Cash - Developer Escrow		<u>1,162,764.24</u>	<u>9,000.00</u>	<u>1,171,764.24</u>
TOTAL CLAIM ON CASH			56,368,383.08	(1,459,813.08)	54,908,570.00
			=====	=====	=====
<u>CASH IN BANK - POOLED CASH</u>					
999-1000	A/P BANK ACCOUNTS		214,265,637.46	(73,559.95)	214,192,077.51
999-1001	PY BANK ACCOUNT		(186,279,443.94)	(1,386,253.13)	(187,665,697.07)
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			56,368,383.08	(1,459,813.08)	54,908,570.00