



City Council

Monday, March 2, 2026

6:30 PM

Elk River City Hall

Regular Meeting & Work Session Agenda

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

1. CALL MEETING TO ORDER

2. PLEDGE OF ALLEGIANCE

3. CONSIDER AGENDA

4. CONSENT AGENDA

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

4.1 February 17, 2026, Meeting Minutes

4.2 Check Register

4.3 Approve Collective Bargaining Agreement 26-07 with LELS #231 Police Officers

4.4 Yale Street Sanitary Sewer Backup Depreciation Claims, Resolution 26-17

4.5 Resolutions 26-13 and 26-14 Amending Purchase Agreements Related to Coborn's Land Acquisition

4.6 ECT Agreement 26-08

4.7 Hire Food and Beverage Supervisor/Lead Cook

4.8 Hire Deputy Chief of Training

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 and County Prosecutor Annual Update

6.2 Heritage Preservation Commission Candidate Interview

7. PUBLIC HEARINGS

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

7.1 Ordinance 26-05: Amending the 2026 Master Fee Schedule
Resolution 26-15: Summary Publication of Ordinance

7.2 Ordinance Amendment 26-06 and Conditional Use Permit: Educational Use, Good Shepherd Lutheran High School - 630 Freeport Ave NW

8. GENERAL BUSINESS

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

8.1 Intergovernmental Fund Loan Resolution 26-16 - Aerial Fire Truck

8.2 Discuss Work Session Items

9. COUNCIL LIAISON UPDATES

9.1 Council Liaison Updates

10. MOTION TO ADJOURN REGULAR MEETING

11. WORK SESSION

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

11.1 Northbound Liquor Store Design Update

11.2 Truck Use of Engine Brakes

11.3 Street/Signal Light Utility

11.4 Downtown Parking Lot Final Design

11.5 FT Center West Parking Lot Expansion

12. MOTION TO ADJOURN

The Elk River Vision

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





**Meeting of the City Council
Held at the Elk River City Hall
Tuesday, February 17, 2026**

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

Members Absent: Councilmember Mike Beyer

Staff Present: City Administrator Cal Portner, City Attorney Jared Shepherd, Community Development Director Zack Carlton, Senior Planner Chris Leeseberg, Business Services Director/Assistant City Administrator Joe Stremcha, Senior Communications Coordinator Starr Sorheim, Liquor Operations Manager Joe Audette, Liquor Store Manager - Northbound Megan Knopik, and Sr. Administrative Assistant Katie Porath

1. CALL MEETING TO ORDER

Pursuant to due call and notice thereof, the meeting was called to order at 6:25 p.m.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

3. CONSIDER AGENDA

Moved by Councilmember Calva and seconded by Councilmember Wagner to approve the agenda. Motion carried 4-0.

4. CONSENT AGENDA

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

4.1 February 2, 2026 Minutes

4.2 January 28, 2026 Special Council Meeting Minutes

4.3 Check Register

4.4 Falcon Patch Trailer

4.5 Resolution 26-12 Commitment of Local Match to Northstar Business Park Infrastructure Project

4.6 Resolution 26-11 Support a Business Application for the Minnesota Job Creation Fund (CDI)

4.7 Resolution 26-10: Administration of the Wetland Conservation Act (WCA), Floodplain, Shoreland, and Buffer Programs

4.8 Release of Easements: Chambers Investment Company — 12785 Elk Lake Road NW

5. OPEN FORUM

No one appeared for Open Forum.

6. PRESENTATIONS, AWARDS, AND RECOGNITION

6.1 City of Elk River Volunteer of the Month

Mayor Dietz presented the February Volunteer of the Month award to Rhea Beaudry. He highlighted the following:

- Facilitates a volunteer group called Crafters for Christ
- Volunteers for Second Harvest Food Ministry
- Distributes clothing and household goods for The Storehouse
- Serves as a monitor at Alliance Christian Academy

6.2 Advisory Board Candidate Interviews

Council interviewed the applicants for various advisory board reappointments.

Mayor Dietz stated that Item 7.6 on the agenda would be continued to the March 16, 2026, City Council meeting if anyone was present to speak about this item.

7. PUBLIC HEARINGS

7.1 Conditional Use Permit: Private Kennel, Ruth Dutchak - 11799 191st Ave NW

The staff report was presented.

Councilmember Wagner asked to strike Condition 3, which stated, "No more than two (2) animals per supervisor shall be allowed outside the fenced area."

Moved by Councilmember Wagner and seconded by Councilmember Grupa to approve a Conditional Use Permit for a private kennel with the following conditions to satisfy the standards set forth in Section 30-654:

1. **The Conditional Use Permit is for a maximum of 5 dogs over 20 pounds each (10 Animal Units).**
2. **All animals shall be properly licensed and maintained in accordance with city regulations.**
3. **The removal of animal waste shall comply with Section 10-5.**
4. **Outdoor kennel structures or runs are not permitted.**
5. **No dog designated as dangerous or potentially dangerous is allowed to be kept on site, and the keeping of such a dog shall be grounds for revocation of the permit.**
6. **The existing fence shall be maintained in good working condition. Supplemental containment measures may be used as needed.**
7. **Failure to comply with the conditions of approval or applicable city code requirements may result in enforcement action, including revocation of the Conditional Use Permit.**
8. **The Conditional Use Permit is for the five (5) existing dogs at the time of the application, and not future dogs totaling more than six (6) animal units.**

Motion carried 4-0.

7.2 Interim Use Permit: Three-Unit Rental in a Single-Family District (extension), Sogdiana - 732 Vernon Ave. NW

The staff report was presented.

Mayor Dietz asked if there are any rules about how long an Interim Use Permit (IUP) should last. He asked if limiting the length of time for this IUP would set a precedent. City Attorney Shepherd responded that an IUP, conceptually, has an end date, and the end date is dependent on the conditions.

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

Moved by Councilmember Calva and seconded by Councilmember Grupa to approve the Interim Use Permit with the following conditions:

1. **The Interim Use Permit shall terminate February 17, 2029, or when the property changes ownership, whichever occurs first.**
2. **The building shall be inspected by the city's Building Official and Fire Marshal to verify compliance with all building and fire codes.**
3. **The Interim Use Permit will be recorded against the property to put any future buyers on notice that the Interim Use Permit will not run with the property.**
4. **The structure shall be returned to a single-family home prior to sale or when the Interim Use Permit terminates.**
5. **The applicant shall submit a deposit in the amount of \$5,000 to ensure compliance with the Interim Use Permit conditions.**
6. **The applicant shall provide documentation that each tenant received a letter indicating the Interim Use Permit will expire on February 17, 2029, and the structure will be converted back to a single-family residential district.**
7. **No additional Interim Use Permits (extensions) will be granted for a similar use on this property extending beyond February 17, 2029.**

Motion carried 4-0.

7.3 Conditional Use Permit: Automobile Sales, Highway 10 Auto Sales - 17323 Highway 10

The staff report was presented.

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

- 1. The Conditional Use Permit shall not be recorded until all conditions have been completed.**
- 2. The applicant and/or property owner must apply for all required commercial building, electrical, plumbing, and/or mechanical permits before any associated activities can occur.**
- 3. The building shall be inspected by the city's Building Official and Fire Marshal to verify compliance with all building and fire codes.**
- 4. The number of motor vehicle dealers shall be limited to one (1).**
- 5. An amendment to this Conditional Use Permit will be required for additional dealers.**
- 6. A minimum of eight (8) off-street parking stalls shall be maintained on-site and always remain available for customer and employee use.**
- 7. No outdoor storage of vehicles not for sale (except employees and customers), parts, equipment, or materials is permitted.**
- 8. Motor vehicle repairs and/or body work are prohibited.**
- 9. The applicant and/or property owner shall ensure that any vehicle stored outside does not leak fuels or other hazardous materials onto the ground.**
- 10. All regulations related to storage, disposal, and spill control for automobile fluids need to be followed.**

Motion carried 4-0.

7.4 Ordinance Amendment and Conditional Use Permit: Educational Use, Good Shepherd Lutheran High School — 630 Freeport Ave NW

The staff report was presented.

Mayor Dietz stated that, due to the absence of Councilmember Beyer, the public hearing would be continued to the March 2, 2026, City Council meeting.

Mayor Dietz opened the public hearing.

Melissa Lamkin, 16797 County Rd 83, Director at Good Shepherd High School, stated the school is operating as a 501(c)(3), Category A. She commented that, besides the space the school is proposing to occupy, there is currently 60,000 square feet of available retail space sitting available in Elk River. She emphasized that the students help in the community. She stated the school proposes to have a gym, which may increase youth opportunities in the community.

Elijah Wilson, 19663 Elgin Cir NW, is a student at Good Shepherd Lutheran High School and stated that it has changed his life.

Laura Vollkommer, 9165 185th Ave SE, Becker, commented that the school will draw people to Elk River and plans to send her children there in the future.

Ken Beaudry, 12696 223rd Ct NW, was in support of bringing the school to Elk River.

Kelly Matthews, 11820 196th Ave NW, asked why the school couldn't expand if there was open commercial real estate available. She commented that the former movie theater had limited employees, and the school would be employing more. She stated that her brother could have used a school like Good Shepherd Lutheran High School in the past.

Josh Burdick, 14655 89th St NE, Otsego, stated that people will drive a distance to attend a school. He stated that Spectrum School was not a comparison to Good Shepherd Lutheran High School.

Kelly Lamkin, 7495 269th Ave NW, St. Francis, Board of Director Chair and Director of Academics, clarified that their status as a 501(c)(3), Category A, classified their school as a "church or church-affiliated school." She stated that the school will exist somewhere, and it should exist in Elk River.

Shawn Logan, 14247 37th St, Clear Lake, has two daughters who have graduated from or attend Good Shepherd Lutheran High School.

Mayor Dietz restated that the item would return to the March 2, 2026, City Council meeting, and the public hearing would remain open for further comments. Councilmember Calva thanked the group for their attendance.

Moved by Councilmember Grupa and seconded by Councilmember Calva to continue the public hearing to the March 2, 2026, City Council meeting. Motion carried 4-0.

7.5 Ordinance Amendment 26-04: One-Year Moratorium on Permitting Multifamily Structures

The staff report was presented.

Mayor Dietz clarified that the moratorium did not just apply to apartments. Mr. Carlton confirmed that it applied to all multifamily housing.

Councilmember Wagner commented that the Planning Commission meeting included discussion of the FAST study and the removal of the light rail trail from the area. She commented that Elk River needs housing for all levels of workers in the city and that multifamily housing has a place in the city.

Mayor Dietz added that the last housing study revealed a need for 55+ housing that has not yet been met.

Moved by Councilmember Calva and seconded by Councilmember Grupa to adopt Ordinance 26-04 establishing a one-year moratorium on the issuance of building and land use permits for multifamily buildings. Motion carried 4-0.

7.6 Plat of Heinen Estates, April Heinen - 21446 Brook Rd NW

Mayor Dietz opened the public hearing.

Moved by Councilmember Wagner and seconded by Councilmember Calva to open the public hearing, receive comments, and continue the public hearing until March 16, 2026. Motion carried 4-0.

8. GENERAL BUSINESS

8.1 Amend the Park Improvement Fund CIP

The staff report was presented.

Moved by Councilmember Grupa and seconded by Councilmember Calva to amend the Park Improvement Fund Capital Improvement Plan to remove the Ridgewood East basketball court and replace it with sod in 2026. Motion carried 4-0.

8.2 Advisory Board Appointments

Moved by Councilmember Wagner and seconded by Councilmember Calva to reappoint Brian Balabon and Michael Westgaard to the Community Event Center Commission, Lance Lindberg and Gavin Tuckey to the Heritage Preservation Commission, Joy Goodwin and Michael Niziolek to the Parks and Recreation Commission, Dennis Booth to the Planning Commission, and Nick Zerwas to the Utilities Commission, for terms expiring February 28, 2029. Motion carried 4-0.

9. MOTION TO ADJOURN REGULAR MEETING

Moved by Councilmember Calva and seconded by Councilmember Wagner to adjourn the meeting. Motion carried 4-0.

The regular meeting adjourned at 7:26 p.m. Mayor Dietz called the work session to order at 7:32 p.m.

10. WORK SESSION

10.1 Powered by Nature Brand

The staff report was presented.

Mayor Dietz asked if the Powered by Nature brand logo appeared on any billboards. Councilmember Wagner responded that it can be found on wayfinding signage and a water tower.

Mayor Dietz asked Mr. Portner to find out when the water tower was due for repainting. Ms. Sorheim stated that the city would go through its stock of envelopes containing the old logo.

Councilmember Calva asked Ms. Sorheim for her perspective on Elk River. She stated at conferences that she finds that people mention the "where city and country meet" concept rather than the Powered by Nature branding.

10.2 Northbound Liquor Store Design Update

The staff report was presented. Mr. Stremcha gave an overview of the store layout, exterior, and interior design elements.

Mayor Dietz asked about landscaping. Mr. Stremcha responded that landscaping would primarily occur in high-visibility areas around the pond. Councilmember Wagner asked if a fountain could be added to the retaining pond.

Mr. Stremcha explained that, with the new storage areas, a larger supply could be ordered and potentially receive a bulk rate discount.

Councilmember Calva asked if a patio could be added to the rented portion of the building in case a higher-end restaurant wanted to use the space. Mr. Stremcha stated it was possible, as long as the utility crews could access the utility box located near the area.

Mayor Dietz asked who was responsible for finding someone to lease the spot. Mr. Portner stated that various staff would work together once the project was closer to completion.

Councilmember Wagner did not feel that the mid-century design elements were a good fit for Elk River. She felt there were too many colors, did not like the arches in the interior of the store, and, overall, felt the design would become dated quickly.

Councilmember Grupa asked that Councilmember Beyer have an opportunity to comment on the design decisions.

Mayor Dietz asked for a timeline of construction. Mr. Stremcha said the goal was to break ground in early summer.

Mr. Stremcha stated the design plan would be refined and come back to the Council.

10.3 Universal Changing Table Initiative

Councilmember Calva presented information on Universal changing tables, which provide an inclusive option for older children through adults. He commented that the city could consider adding a Universal changing table to future bathrooms, and grant funding is available.

11. MOTION TO ADJOURN

Mr. Portner stated that the aerial fire truck is nearing final inspection, and the city is considering an interfund loan from the Fewer or Building Reserve Fund. This loan will come to the Council as a resolution. Mayor Dietz asked what would happen to the current aerial fire truck. Mr. Portner responded that the current fire truck will be auctioned.

Councilmember Wagner asked about progress on the King Ave parking lot. She added that the plan should consider adding more trees to the interior of the lot. Councilmember Calva commented that additional trees were difficult for plow drivers to navigate in winter.

Councilmember Grupa asked about adding a drop box for abandoned children to the new fire station design. This item still needs legislative approval.

Moved by Councilmember Wagner and seconded by Councilmember Grupa to adjourn the meeting of City Council. Motion carried 4-0.

The meeting adjourned at 8:21 p.m.

Minutes prepared by Katie Porath.

12. INFORMATION

12.1 January Financials

John J. Dietz, Mayor

Jolene Richter, Deputy City Clerk



Request for Action

To
City Council

Item Number
4.2

Meeting Date
March 2, 2026

Prepared By
Amy Stangler, Accounting Clerk

Item Description
Check Register

Reviewed by
Lori Stich
Joe Stremcha
Cal Portner
Jolene Richter

Action Requested
Approve, by motion, the check register for the period ending March 2, 2026.

Background/Discussion
The details for the period ending March 2, 2026, are attached to this request for action.

Total for All Funds	\$2,982,581.48
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Financial Impact
N/A

Mission/Policy/Goal
N/A

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

The Elk River Vision

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

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
AMERICAN PRESSURE, INC						
101						
157122	1	PARTS #95	Invoice	02/17/2026	89.12	101-4-3120-4221
Total 10477 AMERICAN PRESSURE, INC:					89.12	
ANTHONY HOOPER						
101						
2-13-25 MILEAGE	1	REIMB MILEAGE-HOOPER	Invoice	02/13/2026	160.95	101-4-2320-4331
Total 14692 ANTHONY HOOPER:					160.95	
ASPEN MILLS						
101						
370514	1	UNIFORMS - HONOR GUARD	Invoice	02/11/2026	49.25	101-4-2320-4217
Total 10749 ASPEN MILLS:					49.25	
CITY OF MONTICELLO						
101						
53977	1	ANIMAL CONTROL CHARGES-JAN 26	Invoice	02/13/2026	222.00	101-4-2150-4409
Total 27050 CITY OF MONTICELLO:					222.00	
ENERGY SALES INC						
101						
52077	1	SUPPLIES - FILTERS FOR HEATING	Invoice	02/06/2026	710.00	101-4-3120-4219
Total 18075 ENERGY SALES INC:					710.00	
KRIS ENGINEERING INC						
101						
42495	1	CUTTING EDGES	Invoice	02/18/2026	1,959.12	101-4-3130-4219
Total 23296 KRIS ENGINEERING INC:					1,959.12	
MONTICELLO ARENA						
221						
26 SPRING BA	1	SPRING 26 BREAKAWAY - MONTICE	Invoice	02/23/2026	3,375.00	221-4-5410-4409
Total 27051 MONTICELLO ARENA:					3,375.00	
NEW FRANCE WINE CO						
603						
263104	1	WINE	Invoice	02/10/2026	296.00	603-4-9151-4253
603						
263104	2	FREIGHT	Invoice	02/10/2026	5.00	603-4-9151-4332
Total 27999 NEW FRANCE WINE CO:					301.00	
PRINCETON RENTAL INC						
101						
1-581057	1	SUPPLIES	Invoice	02/17/2026	221.28	101-4-3120-4219
Total 10469 PRINCETON RENTAL INC:					221.28	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
QUILLAN H ROE						
101						
3-17-26 PROGRAM	1	ENTERTAINMENT 3/17/26	Invoice	02/19/2026	300.00	101-4-5510-4409
Total 14658 QUILLAN H ROE:					300.00	
ADAM SMIGLEWSKI						
221						
2026 SPRING REFS	1	BREAKAWAY HOCKEY LEAGUE REF	Invoice	02/17/2026	1,980.00	221-4-5410-4409
Total 14689 ADAM SMIGLEWSKI:					1,980.00	
ADVANCE AUTO PARTS						
101						
6313604163079	1	PARTS #U0019	Invoice	02/10/2026	204.99	101-4-3150-4221
Total 10168 ADVANCE AUTO PARTS:					204.99	
AMAZON CAPITAL SERVICES						
101						
11QY-14H3-XRY3	1	LAMINATING SHEETS	Invoice	02/17/2026	178.44	101-4-5210-4219
221						
14H1-93HN-GQHW	1	SUPPLIES - AIR HORNS	Invoice	02/23/2026	128.99	221-4-5400-4219
602						
164N-HLQ7-L17N	1	SUPPLIES	Invoice	02/17/2026	249.79	602-4-9020-4219
221						
16NJ-NY67-CPKC	1	MURAL HARDWARE	Invoice	02/20/2026	19.98	221-4-5400-4349
221						
1CPN-Y7FQ-3MR3	1	POPCORN BAGS	Invoice	02/09/2026	29.25	221-4-5430-4219
101						
1CPN-Y7FQ-QK1D	1	BUILDING SUPPLIES	Invoice	02/09/2026	16.23	101-4-2190-4219
101						
1CYD-VW3T-K6DD	1	SUPPLIES - PAPER	Invoice	02/12/2026	42.19	101-4-3120-4201
101						
1FQW-N7GR-XVYQ	1	SUPPLIES - LAMINATOR	Invoice	02/17/2026	269.56	101-4-5210-4219
602						
1FRG-RL76-CW6M	1	SUPPLIES	Invoice	02/19/2026	33.80	602-4-9020-4219
221						
1GFF-T6DT-QVJD	1	SUPPLIES - SHOP TOWELS	Invoice	02/18/2026	51.90	221-4-5400-4219
101						
1JTX-4JKH-QTMJ	1	FARMERS MARKET SUPPLIES	Invoice	02/19/2026	47.98	101-4-5230-4219
602						
1KH6-LK7R-VWRQ	1	SUPPLIES	Invoice	02/19/2026	67.04	602-4-9020-4219
221						
1KRG-WF1X-TC1P	1	SUPPLIES - CAN/BUCKET OPENER	Invoice	02/17/2026	7.99	221-4-5400-4219
221						
1LJV-CXTG-3QP6	1	SUPPLIES - MARKERS	Invoice	02/23/2026	23.99	221-4-5400-4219
101						
1PVT-DDGT-3VXN	1	SUPPLIES	Invoice	02/20/2026	13.84	101-4-2130-4219
101						
1R9G-YX7R-T9GX	1	COFFEE	Invoice	02/09/2026	101.04	101-4-1600-4219
101						
1R9G-YX7R-T9GX	2	SUPPLIES	Invoice	02/09/2026	102.32	101-4-1210-4201
211						
1RD3-PW7D-KHKC	1	SOLAR FLAG POLE LIGHT	Invoice	02/09/2026	117.99	211-4-5600-4219
101						
1TWH-3QH6-4LDY	1	COFFEE CREDIT	Invoice	02/10/2026	12.63-	101-4-1600-4219

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
1VTY-RXHP-RVM3	1	SUPPLIES	Invoice	02/17/2026	66.56	101-4-5510-4219
101						
1XTQ-DRTW-63FY	1	SAFETY CAMP SUPPLIES	Invoice	02/13/2026	37.68	101-4-5220-4219
101						
1YJK-WKCJ-1D6V	1	SUPPLIES CREDIT	Invoice	02/12/2026	42.19-	101-4-3120-4201
Total 13706 AMAZON CAPITAL SERVICES:					1,551.74	
ARTISAN BEER COMPANY						
603						
3830244	1	BEER	Invoice	02/11/2026	276.75	603-4-9111-4252
603						
3830245	1	BEER	Invoice	02/11/2026	98.40	603-4-9151-4252
603						
3831823	1	BEER	Invoice	02/18/2026	296.80	603-4-9111-4252
603						
3831824	1	THC PRODUCTS	Invoice	02/18/2026	678.00	603-4-9111-4256
603						
444395	1	BEER CREDIT	Invoice	02/17/2026	12.32-	603-4-9151-4252
Total 12167 ARTISAN BEER COMPANY:					1,337.63	
BEACON ATHLETICS, LLC						
101						
627770-IN	1	BALLFIELD SUPPLIES	Invoice	02/20/2026	848.00	101-4-5110-4219
Total 11625 BEACON ATHLETICS, LLC:					848.00	
BELLBOY CORPORATION						
603						
210463700	1	LIQUOR	Invoice	02/10/2026	78.00	603-4-9111-4251
603						
300724700	1	THC PRODUCTS	Invoice	02/19/2026	420.00	603-4-9111-4256
603						
300724700	2	FREIGHT	Invoice	02/19/2026	9.90	603-4-9111-4332
Total 11800 BELLBOY CORPORATION:					507.90	
BERNICK'S						
603						
10456331	1	POP/MISC	Invoice	02/11/2026	59.24	603-4-9111-4255
603						
10456332	1	THC PRODUCTS	Invoice	02/11/2026	332.00	603-4-9111-4256
603						
10456333	1	BEER	Invoice	02/11/2026	3,247.05	603-4-9111-4252
603						
10456335	1	POP/MISC	Invoice	02/11/2026	78.44	603-4-9151-4255
603						
10456336	1	BEER	Invoice	02/11/2026	960.90	603-4-9151-4252
603						
10459097	1	POP/MISC	Invoice	02/18/2026	128.25	603-4-9111-4255
603						
10459098	1	BEER CREDIT	Invoice	02/18/2026	434.43-	603-4-9111-4252
603						
10459099	1	BEER	Invoice	02/18/2026	3,499.60	603-4-9111-4252

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
10459100	1	POP/MISC	Invoice	02/18/2026	80.78	603-4-9151-4255
603						
10459101	1	BEER	Invoice	02/18/2026	1,172.00	603-4-9151-4252
603						
10459102	1	BEER CREDIT	Invoice	02/18/2026	314.12-	603-4-9151-4252
221						
184597	1	FOUNTAIN SODA	Invoice	02/09/2026	157.50	221-4-5430-4259
221						
184973	1	FOUNTAIN POP	Invoice	02/16/2026	556.26	221-4-5430-4259
221						
185184	1	CUPS/LIDS	Invoice	02/23/2026	359.27	221-4-5430-4219
221						
185184	2	CONCESSIONS - POP/MISC BEVERA	Invoice	02/23/2026	1,506.27	221-4-5430-4259
Total 11950 BERNICK'S:					11,389.01	
BOLTON & MENK, INC						
401						
387513	1	DOWNTOWN RECONSTRUCTION	Invoice	02/17/2026	14,419.00	401-4-8220-4303
403						
387514	1	LINE AVE CUL-DE-SAC	Invoice	02/17/2026	423.00	403-4-8440-4303
403						
387519	1	HWY 10 & 165TH AVE INTERSECTIO	Invoice	02/17/2026	18,053.00	403-4-8450-4303
403						
387520	1	YALE STREET EXTENSION	Invoice	02/17/2026	780.00	403-4-8440-4303
406						
387523	1	MEADOWWOODS VILLAGE - SEWER	Invoice	02/17/2026	286.50	406-4-8050-4303
401						
387524	1	2025 STREET IMPROVEMENTS	Invoice	02/17/2026	345.00	401-4-8080-4303
Total 11019 BOLTON & MENK, INC:					34,306.50	
BREAKTHRU BEVERAGE MINNESOTA						
603						
125616905	1	WINE	Invoice	02/12/2026	896.00	603-4-9151-4253
603						
125616905	2	FREIGHT	Invoice	02/12/2026	11.60	603-4-9151-4332
603						
125616906	1	LIQUOR	Invoice	02/12/2026	3,274.78	603-4-9151-4251
603						
125616906	2	FREIGHT	Invoice	02/12/2026	59.45	603-4-9151-4332
603						
125616907	1	POP/MISC	Invoice	02/12/2026	45.00	603-4-9151-4255
603						
125616907	2	FREIGHT	Invoice	02/12/2026	1.45	603-4-9151-4332
603						
125718760	1	LIQUOR	Invoice	02/19/2026	1,375.00	603-4-9151-4251
603						
125718760	2	FREIGHT	Invoice	02/19/2026	11.11	603-4-9151-4332
603						
125720680	1	BEER	Invoice	02/19/2026	285.00	603-4-9151-4252
603						
414482754	1	LIQUOR CREDIT	Invoice	02/13/2026	384.00-	603-4-9151-4251
603						
414482754	2	FREIGHT CREDIT	Invoice	02/13/2026	4.35-	603-4-9151-4332

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 8002 BREAKTHRU BEVERAGE MINNESOTA:					5,571.04	
603						
125617282	1	LIQUOR	Invoice	02/12/2026	741.45	603-4-9111-4251
603						
125617282	2	FREIGHT	Invoice	02/12/2026	15.95	603-4-9111-4332
603						
125617283	1	WINE	Invoice	02/12/2026	312.00	603-4-9111-4253
603						
125617283	2	FREIGHT	Invoice	02/12/2026	4.35	603-4-9111-4332
603						
125719010	1	POP/MISC	Invoice	02/19/2026	158.15	603-4-9111-4255
603						
125719010	2	FREIGHT	Invoice	02/19/2026	7.25	603-4-9111-4332
603						
125719011	1	LIQUOR	Invoice	02/19/2026	1,853.66	603-4-9111-4251
603						
125719011	2	FREIGHT	Invoice	02/19/2026	15.09	603-4-9111-4332
603						
414474773	1	POP/MISC CREDIT	Invoice	02/12/2026	80.00-	603-4-9111-4255
603						
414474773	2	FREIGHT CREDIT	Invoice	02/12/2026	2.90-	603-4-9111-4332
603						
414474774	1	POP/MISC CREDIT	Invoice	02/12/2026	37.96-	603-4-9111-4255
603						
414474774	2	FREIGHT CREDIT	Invoice	02/12/2026	1.45-	603-4-9111-4332
603						
414474775	1	POP/MISC CREDIT	Invoice	02/12/2026	20.00-	603-4-9111-4255
603						
414474775	2	FREIGHT CREDIT	Invoice	02/12/2026	.73-	603-4-9111-4332
603						
414474776	1	POP/MISC CREDIT	Invoice	02/12/2026	26.67-	603-4-9111-4255
603						
414474776	2	FREIGHT CREDIT	Invoice	02/12/2026	.97-	603-4-9111-4332
603						
414480219	1	POP/MISC CREDIT	Invoice	02/13/2026	21.70-	603-4-9111-4255
603						
414480219	2	FREIGHT CREDIT	Invoice	02/13/2026	1.45-	603-4-9111-4332
603						
414480220	1	POP/MISC CREDIT	Invoice	02/13/2026	21.71-	603-4-9111-4255
603						
414480220	2	FREIGHT CREDIT	Invoice	02/13/2026	1.45-	603-4-9111-4332
603						
414480221	1	POP/MISC CREDIT	Invoice	02/13/2026	21.70-	603-4-9111-4255
603						
414480221	2	FREIGHT CREDIT	Invoice	02/13/2026	1.45-	603-4-9111-4332
603						
414480222	1	POP/MISC CREDIT	Invoice	02/13/2026	21.70-	603-4-9111-4255
603						
414480222	2	FREIGHT CREDIT	Invoice	02/13/2026	1.45-	603-4-9111-4332
603						
414480223	1	POP/MISC CREDIT	Invoice	02/13/2026	21.70-	603-4-9111-4255
603						
414480223	2	FREIGHT CREDIT	Invoice	02/13/2026	1.45-	603-4-9111-4332
603						
414480224	1	POP/MISC CREDIT	Invoice	02/13/2026	21.70-	603-4-9111-4255

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
414480224	2	FREIGHT CREDIT	Invoice	02/13/2026	1.45-	603-4-9111-4332
Total 12893 BREAKTHRU BEVERAGE MINNESOTA:					2,798.31	
C & L DISTRIBUTING CO						
603						
1839001612	1	BEER CREDIT	Invoice	02/11/2026	19.60-	603-4-9151-4252
603						
1839001613	1	LIQUOR CREDIT	Invoice	02/11/2026	19.45-	603-4-9151-4251
603						
2249278	1	LIQUOR	Invoice	02/11/2026	1,302.40	603-4-9151-4251
603						
2249279	1	BEER	Invoice	02/11/2026	2,568.50	603-4-9151-4252
603						
2249279	2	FREIGHT	Invoice	02/11/2026	5.00	603-4-9151-4332
603						
2252549	1	LIQUOR CREDIT	Invoice	02/18/2026	25.44-	603-4-9151-4251
603						
2252551	1	BEER	Invoice	02/18/2026	3,282.20	603-4-9151-4252
603						
2252551	2	FREIGHT	Invoice	02/18/2026	5.00	603-4-9151-4332
Total 8003 C & L DISTRIBUTING CO:					7,098.61	
603						
1839001614	1	BEER CREDIT	Invoice	02/11/2026	102.30-	603-4-9111-4252
603						
2250289	1	BEER CREDIT	Invoice	02/11/2026	19.72-	603-4-9111-4252
603						
2250290	1	THC PRODUCTS	Invoice	02/11/2026	75.48	603-4-9111-4256
603						
2250291	1	LIQUOR	Invoice	02/11/2026	2,982.10	603-4-9111-4251
603						
2250292	1	BEER	Invoice	02/11/2026	11,812.90	603-4-9111-4252
603						
2250292	2	FREIGHT	Invoice	02/11/2026	5.00	603-4-9111-4332
603						
2253831	1	BEER CREDIT	Invoice	02/18/2026	35.96-	603-4-9111-4252
603						
2253831	2	POP/MISC CREDIT	Invoice	02/18/2026	14.25-	603-4-9111-4255
603						
2253833	1	LIQUOR	Invoice	02/18/2026	677.50	603-4-9111-4251
603						
2253834	1	THC PRODUCTS	Invoice	02/18/2026	202.41	603-4-9111-4256
603						
2253835	1	POP/MISC	Invoice	02/18/2026	63.00	603-4-9111-4255
603						
2253836	1	BEER	Invoice	02/18/2026	2,348.25	603-4-9111-4252
603						
2253836	2	FREIGHT	Invoice	02/18/2026	5.00	603-4-9111-4332
Total 13375 C & L DISTRIBUTING CO:					17,999.41	
CERTIFIED LABORATORIES						
101						
9502535	1	SUPPLIES	Invoice	02/13/2026	201.95	101-4-5110-4219

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 13895 CERTIFIED LABORATORIES:					201.95	
CHARTER COMMUNICATIONS						
101						
175341301 FEB 26	1	ERMU INTERNET	Invoice	02/07/2026	206.13	101-4-1350-4321
101						
175341301 FEB 26	2	VIDEO SERVICES-CH	Invoice	02/07/2026	43.76	101-4-1600-4321
101						
175341301 FEB 26	3	PHONE LINE ELEVATOR-CITY HALL	Invoice	02/07/2026	48.04	101-4-1600-4389
101						
175341301 FEB 26	4	PHONE LINE ELEVATOR-CITY HALL	Invoice	02/07/2026	40.00	101-4-1600-4389
101						
175341301 FEB 26	5	VIDEO SERVICES/BACKUP INTERNE	Invoice	02/07/2026	117.90	101-4-2110-4321
101						
175341301 FEB 26	6	PHONE LINE ELEVATORS-PBL SAFE	Invoice	02/07/2026	96.13	101-4-2190-4389
101						
175341301 FEB 26	7	PHONE LINE ELEVATOR-PBL SAFE	Invoice	02/07/2026	40.00	101-4-2190-4389
101						
175341301 FEB 26	8	INTERNET, PHONE, VIDEO-FS #3	Invoice	02/07/2026	368.13	101-4-2310-4321
101						
175341301 FEB 26	9	VIDEO SERVICES-FS #1	Invoice	02/07/2026	36.93	101-4-2310-4321
101						
175341301 FEB 26	10	VIDEO SERVICES-EMERGENCY	Invoice	02/07/2026	41.63	101-4-2330-4389
101						
175341301 FEB 26	11	PHONE LINES, FIRE ALARM - PW	Invoice	02/07/2026	96.13	101-4-3120-4321
101						
175341301 FEB 26	12	TV SERVICE-PW	Invoice	02/07/2026	17.71	101-4-3120-4321
101						
175341301 FEB 26	13	EMERG BUTTONS-ORONO & RIVER	Invoice	02/07/2026	96.08	101-4-5110-4389
221						
175341301 FEB 26	14	INTERNET, PHONE, VIDEO-FT CENT	Invoice	02/07/2026	494.54	221-4-5400-4321
603						
175341301 FEB 26	15	PHONE LINE CHGS-NORTHBOUND	Invoice	02/07/2026	48.04	603-4-9112-4321
602						
175341701 FEB 26	1	PHONE LINE & TV CHGS-WW	Invoice	02/14/2026	181.09	602-4-9010-4321
Total 13954 CHARTER COMMUNICATIONS:					1,972.24	
CINTAS CORPORATION LOC 470						
602						
4258858320	1	UNIFORMS RENTAL/CLEANING	Invoice	02/06/2026	164.33	602-4-9020-4417
602						
4259606481	1	UNIFORMS RENTAL/CLEANING	Invoice	02/13/2026	153.88	602-4-9020-4417
603						
4259606641	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	02/13/2026	80.04	603-4-9112-4404
603						
4259613198	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	02/13/2026	46.94	603-4-9152-4404
602						
4260345086	1	UNIFORMS RENTAL/CLEANING	Invoice	02/20/2026	164.33	602-4-9020-4417
603						
4260345193	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	02/20/2026	80.04	603-4-9112-4404
603						
4260350983	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	02/20/2026	38.88	603-4-9152-4404
Total 14080 CINTAS CORPORATION LOC 470:					728.44	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
CITY OF COON RAPIDS						
221						
26 SPRING BA	1	SPRING 26 BREAKAWAY - COON RA	Invoice	02/24/2026	900.00	221-4-5410-4409
Total 52580 CITY OF COON RAPIDS:					900.00	
CITY OF ROGERS						
221						
26 SPRING BA	1	SPRING 26 BREAKAWAY - ROGERS	Invoice	02/24/2026	5,175.00	221-4-5410-4409
Total 31249 CITY OF ROGERS:					5,175.00	
CROSSTOWN MECHANICAL INC						
221						
208773	1	REPAIR WALK IN/CONVERT TO FREE	Invoice	02/06/2026	14,447.91	221-4-5400-4560
Total 52578 CROSSTOWN MECHANICAL INC:					14,447.91	
CRYSTAL SPRINGS ICE						
603						
2-603577	1	ICE	Invoice	02/12/2026	194.88	603-4-9111-4255
603						
2-603577	2	FREIGHT	Invoice	02/12/2026	4.00	603-4-9111-4332
603						
2-603578	1	ICE	Invoice	02/12/2026	163.92	603-4-9151-4255
603						
2-603578	2	FREIGHT	Invoice	02/12/2026	4.00	603-4-9151-4332
Total 52407 CRYSTAL SPRINGS ICE:					366.80	
CUB FOODS						
101						
104351169001	1	SUPPLIES	Invoice	02/18/2026	7.98	101-4-5510-4219
Total 15550 CUB FOODS:					7.98	
DACOTAH PAPER CO						
101						
15041	1	CLEANING SUPPLIES	Invoice	02/10/2026	3,159.57	101-4-3120-4219
101						
15042	1	CLEANING SUPPLIES	Invoice	02/10/2026	363.00	101-4-1600-4219
221						
16128	1	SUPPLIES - PLATES	Invoice	02/12/2026	362.64	221-4-5430-4219
221						
16129	1	CLEANING SUPPLIES	Invoice	02/12/2026	497.96	221-4-5400-4219
101						
17581	1	SUPPLIES - MOPS	Invoice	02/17/2026	63.28	101-4-2310-4219
221						
19221	1	CONCESSIONS PAPER PRODUCTS	Invoice	02/19/2026	873.23	221-4-5430-4219
Total 15887 DACOTAH PAPER CO:					5,319.68	
DAHLHEIMER BEVERAGE, LLC						
603						
2696653	1	THC PRODUCTS	Invoice	02/12/2026	809.00	603-4-9151-4256
603						
2696654	1	LIQUOR	Invoice	02/12/2026	1,315.00	603-4-9151-4251

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
2696655	1	BEER	Invoice	02/12/2026	2,680.90	603-4-9151-4252
603						
2698823	1	BEER CREDIT	Invoice	02/16/2026	12.80-	603-4-9151-4252
603						
2698844	1	LIQUOR	Invoice	02/16/2026	940.00	603-4-9151-4251
603						
2698859	1	BEER	Invoice	02/16/2026	6,335.85	603-4-9151-4252
603						
2698982	1	BEER CREDIT	Invoice	02/13/2026	353.00-	603-4-9151-4252
603						
2701882	1	BEER	Invoice	02/19/2026	125.65	603-4-9151-4252
603						
2702248	1	THC PRODUCTS	Invoice	02/19/2026	106.00	603-4-9151-4256
603						
2702250	1	BEER	Invoice	02/19/2026	960.44	603-4-9151-4252
603						
2702270	1	BEER CREDIT	Invoice	02/18/2026	77.16-	603-4-9151-4252
603						
2703891	1	BEER	Invoice	02/23/2026	7,333.22	603-4-9151-4252
603						
2703892	1	LIQUOR	Invoice	02/23/2026	147.75	603-4-9151-4251
Total 8005 DAHLHEIMER BEVERAGE, LLC:					20,310.85	
221						
2696802	1	BEER	Invoice	02/12/2026	563.50	221-4-5430-4252
221						
2702572	1	LIQUOR	Invoice	02/19/2026	827.80	221-4-5430-4251
221						
2702572	2	BEER	Invoice	02/19/2026	1,003.00	221-4-5430-4252
Total 15366 DAHLHEIMER BEVERAGE, LLC:					2,394.30	
603						
2695920	1	POP/MISC	Invoice	02/12/2026	48.50	603-4-9111-4255
603						
2695920	2	LIQUOR	Invoice	02/12/2026	263.00	603-4-9111-4251
603						
2695920	3	BEER	Invoice	02/12/2026	4,924.05	603-4-9111-4252
603						
2696477	1	THC PRODUCTS	Invoice	02/12/2026	148.00	603-4-9111-4256
603						
2698104	1	BEER	Invoice	02/16/2026	5,152.45	603-4-9111-4252
603						
2698725	1	THC PRODUCTS	Invoice	02/16/2026	60.00	603-4-9111-4256
603						
2698726	1	BEER	Invoice	02/16/2026	11,197.85	603-4-9111-4252
603						
2701594	1	BEER	Invoice	02/19/2026	3,669.41	603-4-9111-4252
603						
2702251	1	THC PRODUCTS	Invoice	02/19/2026	1,030.00	603-4-9111-4256
603						
2702280	1	BEER CREDIT	Invoice	02/18/2026	43.50-	603-4-9111-4252
603						
2703893	1	POP/MISC	Invoice	02/23/2026	18.50	603-4-9111-4255

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
2703893	2	BEER	Invoice	02/23/2026	1,571.70	603-4-9111-4252
603						
2704444	1	BEER	Invoice	02/23/2026	55.60	603-4-9111-4252
603						
2704445	1	THC PRODUCTS	Invoice	02/23/2026	207.00	603-4-9111-4256
603						
2704446	1	BEER	Invoice	02/23/2026	4,966.95	603-4-9111-4252
Total 15900 DAHLHEIMER BEVERAGE, LLC:					33,269.51	
DISTINCTIVE WINDOW CLEANING						
101						
11305814	1	CITY HALL - EXTERIOR WINDOW CL	Invoice	02/23/2026	275.00	101-4-1600-4401
101						
11305814	2	FIRE DEPT 1 - EXTERIOR WINDOW C	Invoice	02/23/2026	33.00	101-4-2310-4401
101						
11305814	3	FIRE DEPT 2 - EXTERIOR WINDOW C	Invoice	02/23/2026	125.00	101-4-2310-4401
101						
11305814	4	FIRE DEPT 3 - EXTERIOR WINDOW C	Invoice	02/23/2026	559.00	101-4-2310-4401
101						
11305814	5	POLICE DEPT - EXTERIOR WINDOW	Invoice	02/23/2026	269.00	101-4-2190-4401
101						
11305814	6	UTILITIES - EXTERIOR WINDOW CLE	Invoice	02/23/2026	211.00	101-4-1600-4401
211						
11305814	7	LIBRARY - EXTERIOR WINDOW CLE	Invoice	02/23/2026	259.00	211-4-5600-4401
101						
11305814	8	PUBLIC WORKS - EXTERIOR WINDO	Invoice	02/23/2026	170.00	101-4-3120-4401
Total 16448 DISTINCTIVE WINDOW CLEANING:					1,901.00	
E C M PUBLISHERS INC						
101						
1087061	1	PH NOTICE KNIFE RIVER CU 26-01	Invoice	02/14/2026	88.00	101-4-1510-4359
101						
1087062	1	ORDINANCE 26-04	Invoice	02/14/2026	80.00	101-4-1510-4359
101						
1087063	1	NOTICE OF PH, 2026 MASTER FEE S	Invoice	02/14/2026	56.00	101-4-1110-4359
101						
1087179	1	REC PROG JOB AD	Invoice	02/15/2026	100.40	101-4-5220-4219
Total 17000 E C M PUBLISHERS INC:					324.40	
ELK RIVER MUNICIPAL UTILITIES						
101						
2-11-26 ERMU	1	WATER/ELECTRIC/SEWER/STMWTR	Invoice	02/11/2026	3,198.39	101-4-1600-4389
101						
2-11-26 ERMU	2	ELECTRIC	Invoice	02/11/2026	66.00	101-4-2190-4389
101						
2-11-26 ERMU	3	WATER/ELECTRIC/SEWER	Invoice	02/11/2026	6,552.60	101-4-2190-4389
101						
2-11-26 ERMU	4	WATER/ELECTRIC/SEWER	Invoice	02/11/2026	760.56	101-4-2310-4389
101						
2-11-26 ERMU	5	ELECTRIC	Invoice	02/11/2026	78.91	101-4-2330-4389
101						
2-11-26 ERMU	6	ELECTRIC	Invoice	02/11/2026	58.00	101-4-3120-4389

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
2-11-26 ERMU	7	ELECTRIC	Invoice	02/11/2026	33.47	101-4-3120-4389
101						
2-11-26 ERMU	8	WATER/ELECTRIC	Invoice	02/11/2026	1,484.63	101-4-5110-4389
101						
2-11-26 ERMU	9	ELECTRIC	Invoice	02/11/2026	255.03	101-4-5110-4389
101						
2-11-26 ERMU	10	WATER/SEWER	Invoice	02/11/2026	37.05	101-4-5110-4389
211						
2-11-26 ERMU	11	WATER/ELECTRIC/SEWER	Invoice	02/11/2026	3,160.74	211-4-5600-4389
602						
2-11-26 ERMU	12	WATER/ELECTRIC	Invoice	02/11/2026	19,628.75	602-4-9020-4389
602						
2-11-26 ERMU	13	ELECTRIC	Invoice	02/11/2026	3,724.99	602-4-9050-4389
603						
2-11-26 ERMU	14	WATER/ELECTRIC/SEWER/STMWTR	Invoice	02/11/2026	1,579.15	603-4-9152-4389
221						
2-18-26 ERMU	1	WATER/ELECTRIC/SEWER/STMWTR	Invoice	02/18/2026	24,212.31	221-4-5400-4389
101						
2-18-26 ERMU	2	WATER/ELECTRIC	Invoice	02/18/2026	392.05	101-4-5110-4389
602						
2-18-26 ERMU	3	ELECTRIC	Invoice	02/18/2026	949.42	602-4-9050-4389
101						
2-18-26 ERMU	4	ELECTRIC	Invoice	02/18/2026	291.13	101-4-2330-4389
101						
2-18-26 ERMU	5	ELECTRIC	Invoice	02/18/2026	66.00	101-4-2190-4389
101						
2-18-26 ERMU	6	WATER/ELECTRIC/SEWER/STMWTR	Invoice	02/18/2026	3,562.68	101-4-3120-4389
101						
2-18-26 ERMU	7	ELECTRIC	Invoice	02/18/2026	39.21	101-4-5110-4389
602						
2-18-26 ERMU	8	ELECTRIC	Invoice	02/18/2026	88.40	602-4-9050-4389
602						
2-18-26 ERMU	9	ELECTRIC	Invoice	02/18/2026	930.80	602-4-9050-4389
Total 17700 ELK RIVER MUNICIPAL UTILITIES:					71,150.27	
FACTORY MOTOR PARTS CO						
101						
6-1713725	1	PARTS	Invoice	02/12/2026	469.44	101-4-2120-4221
Total 18408 FACTORY MOTOR PARTS CO:					469.44	
FASTENAL COMPANY						
101						
MNELK145718	1	SUPPLIES - VENDING	Invoice	02/20/2026	45.22	101-4-1600-4219
101						
MNELK145718	2	SUPPLIES - VENDING	Invoice	02/20/2026	238.57	101-4-5110-4219
101						
MNELK145718	3	SUPPLIES - VENDING	Invoice	02/20/2026	148.12	101-4-3120-4219
Total 18453 FASTENAL COMPANY:					431.91	
FES, INC.						
101						
21826	1	LION SMOKE FLUID	Invoice	02/19/2026	1,320.00	101-4-2320-4331

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 15222 FES, INC.:					1,320.00	
FORCE AMERICA DISTRIBUTING						
101						
IN001-2135578	1	PARTS #243	Invoice	02/12/2026	2,821.04	101-4-3120-4221
Total 19286 FORCE AMERICA DISTRIBUTING:					2,821.04	
FUTURE PLUS BATTERIES						
101						
P89499063	1	12V BATTERIES	Invoice	02/07/2026	83.95	101-4-2320-4219
Total 11835 FUTURE PLUS BATTERIES:					83.95	
G.L. BERG & ASSOCIATES INC						
101						
2/11/2026 DEP C.R.	1	DEPOSIT - COUNTRY ROADS 7/9	Invoice	02/12/2026	800.00	101-4-5220-4409
101						
2/11/26 DEP DIVAS	1	DEPOSIT - DIVAS ENTERTAINMENT 6	Invoice	02/12/2026	750.00	101-4-5220-4409
Total 11872 G.L. BERG & ASSOCIATES INC:					1,550.00	
GARY LORE						
101						
2/17/26 BOOTS	1	REIMB SAFETY BOOTS-LORE	Invoice	02/17/2026	200.00	101-4-1600-4217
Total 24108 GARY LORE:					200.00	
GILLETTE SIGNWORKS LLC						
101						
7420	1	NAME PLATE-JAMES L - PLANNING	Invoice	02/20/2026	27.00	101-4-1110-4201
Total 19953 GILLETTE SIGNWORKS LLC:					27.00	
GOODIN COMPANY						
101						
1574214-00	1	GAS VALVE	Invoice	02/12/2026	206.29	101-4-3120-4219
Total 20113 GOODIN COMPANY:					206.29	
GRANITE CITY JOBBING CO						
603						
508522	1	POP/MISC	Invoice	02/13/2026	708.86	603-4-9111-4255
603						
508522	2	SUPPLIES	Invoice	02/13/2026	82.39	603-4-9112-4219
603						
508523	1	POP/MISC	Invoice	02/13/2026	250.86	603-4-9151-4255
603						
508523	2	SUPPLIES	Invoice	02/13/2026	32.57	603-4-9152-4219
603						
508523	3	FREIGHT	Invoice	02/13/2026	5.00	603-4-9151-4332
603						
509710	1	POP/MISC	Invoice	02/20/2026	531.91	603-4-9111-4255
603						
509710	2	FREIGHT	Invoice	02/20/2026	5.00	603-4-9111-4332

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
509710	3	SUPPLIES	Invoice	02/20/2026	58.93	603-4-9112-4219
603						
509711	1	POP/MISC	Invoice	02/20/2026	272.63	603-4-9151-4255
603						
509711	2	FREIGHT	Invoice	02/20/2026	5.00	603-4-9151-4332
Total 10654 GRANITE CITY JOBBING CO:					1,953.15	
GREAT NORTHERN WINDOW						
221						
5369	1	WINDOW CLEANING-FTCENTER	Invoice	02/10/2026	245.00	221-4-5400-4401
Total 14704 GREAT NORTHERN WINDOW:					245.00	
GREGORY ARMSTRONG						
101						
2/11/2026 DEP F.A.	1	DEP-RIVERFRONT-FABULOUS ARMA	Invoice	02/11/2026	2,125.00	101-4-5220-4409
Total 12210 GREGORY ARMSTRONG:					2,125.00	
GRIMCO, INC						
101						
35121243-02	1	SIGN SUPPLIES	Invoice	02/12/2026	185.91	101-4-1120-4226
Total 14770 GRIMCO, INC:					185.91	
HAWKINS, INC.						
602						
7335605	1	CYLINDERS	Invoice	02/15/2026	120.00	602-4-9020-4219
Total 21053 HAWKINS, INC.:					120.00	
HOME DEPOT CREDIT SERVICES						
101						
6121320	1	SUPPLIES	Invoice	02/19/2026	33.27	101-4-5110-4219
101						
6515689	1	SUPPLIES-FRAMING NAILER	Invoice	02/19/2026	598.00	101-4-5110-4219
221						
6614192	1	BUILDING PAINT	Invoice	02/09/2026	231.49	221-4-5400-4219
101						
WH20738466	1	STATION HAND TRUCKS	Invoice	02/20/2026	318.00	101-4-2320-4219
Total 21600 HOME DEPOT CREDIT SERVICES:					1,180.76	
HUBBARD ELECTRIC LLC						
101						
2217	1	ELECTRICAL WORK - ORONO	Invoice	02/16/2026	6,360.08	101-4-5110-4409
101						
2219	1	ELECTRICAL WORK - ORONO	Invoice	02/16/2026	280.00	101-4-5110-4409
Total 52540 HUBBARD ELECTRIC LLC:					6,640.08	
INSIGHT BREWING COMPANY, LLC						
603						
29711	1	BEER	Invoice	02/16/2026	178.40	603-4-9111-4252

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 52377 INSIGHT BREWING COMPANY, LLC:					178.40	
INTECH SOFTWARE SOLUTIONS						
101						
2504	1	ELECTION MGMT SUBSCRIPTION	Invoice	02/12/2026	6,457.00	101-4-1230-4404
Total 12605 INTECH SOFTWARE SOLUTIONS:					6,457.00	
ISD 728-COMMUNITY EDUCATION						
101						
Jan-1526-3032	1	JAN VB GYM RENTAL	Invoice	02/12/2026	157.50	101-4-5220-4412
Total 21985 ISD 728-COMMUNITY EDUCATION:					157.50	
J P COOKE CO						
101						
919171	1	NOTARY STAMPS-SANDHOEFNER/R	Invoice	02/19/2026	104.60	101-4-2150-4201
Total 15025 J P COOKE CO:					104.60	
JENNIFER KATKE						
221						
2-14-26 JK	1	CONCESSIONS- CATERING BOWLS	Invoice	02/14/2026	99.03	221-4-5430-4219
Total 52246 JENNIFER KATKE:					99.03	
JOHNSON BROS LIQUOR						
603						
171160	1	WINE CREDIT	Invoice	02/19/2026	11.17-	603-4-9151-4253
603						
2988305	1	LIQUOR	Invoice	02/11/2026	2,824.08	603-4-9111-4251
603						
2988305	2	FREIGHT	Invoice	02/11/2026	55.73	603-4-9111-4332
603						
2988306	1	WINE	Invoice	02/11/2026	2,216.00	603-4-9111-4253
603						
2988306	2	FREIGHT	Invoice	02/11/2026	68.73	603-4-9111-4332
603						
2988307	1	POP/MISC	Invoice	02/11/2026	136.00	603-4-9111-4255
603						
2988307	2	FREIGHT	Invoice	02/11/2026	6.96	603-4-9111-4332
603						
2988308	1	LIQUOR	Invoice	02/11/2026	207.00	603-4-9151-4251
603						
2988308	2	FREIGHT	Invoice	02/11/2026	1.74	603-4-9151-4332
603						
2988309	1	LIQUOR	Invoice	02/11/2026	11,783.75	603-4-9111-4251
603						
2988309	2	FREIGHT	Invoice	02/11/2026	146.16	603-4-9111-4332
603						
2988310	1	LIQUOR	Invoice	02/11/2026	1,880.02	603-4-9151-4251
603						
2988310	2	FREIGHT	Invoice	02/11/2026	80.33	603-4-9151-4332
603						
2988311	1	WINE	Invoice	02/11/2026	861.05	603-4-9151-4253

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
2988311	2	FREIGHT	Invoice	02/11/2026	36.54	603-4-9151-4332
603						
2988312	1	LIQUOR	Invoice	02/11/2026	973.76	603-4-9151-4251
603						
2988312	2	FREIGHT	Invoice	02/11/2026	8.70	603-4-9151-4332
603						
2990593	1	FREIGHT	Invoice	02/13/2026	1.16	603-4-9151-4332
603						
2992923	1	LIQUOR	Invoice	02/18/2026	8,044.54	603-4-9111-4251
603						
2992923	2	FREIGHT	Invoice	02/18/2026	94.55	603-4-9111-4332
603						
2992924	1	WINE	Invoice	02/18/2026	2,056.33	603-4-9111-4253
603						
2992924	2	FREIGHT	Invoice	02/18/2026	52.20	603-4-9111-4332
603						
2992925	1	POP/MISC	Invoice	02/18/2026	64.00	603-4-9111-4255
603						
2992925	2	FREIGHT	Invoice	02/18/2026	1.74	603-4-9111-4332
603						
2992926	1	LIQUOR	Invoice	02/18/2026	2,389.90	603-4-9111-4251
603						
2992926	2	FREIGHT	Invoice	02/18/2026	28.15	603-4-9111-4332
221						
2995080	1	WINE	Invoice	02/20/2026	236.10	221-4-5430-4253
Total 22775 JOHNSON BROS LIQUOR:					34,244.05	
JR FERCHE INC						
406						
PAY APP 2	1	MEADOWWOODS VILLAGE SEWER	Invoice	02/12/2026	137,846.90	406-4-8050-4530
Total 52513 JR FERCHE INC:					137,846.90	
JUSTIN STRAYER						
603						
IN-36075	1	BEER	Invoice	02/11/2026	522.75	603-4-9111-4252
Total 14415 JUSTIN STRAYER:					522.75	
KEN & BEATRICE SABA						
602						
17147 YALE	1	17147 YALE ST - SEWER CLAIM	Invoice	02/25/2026	3,366.00	602-4-9020-4440
Total 52583 KEN & BEATRICE SABA:					3,366.00	
KYRON CHRISTOPHERSON						
101						
Feb Sound Bathing	1	SOUND BATHING INSTRUCTOR 2-19-	Invoice	02/20/2026	200.00	101-4-5220-4409
101						
Invoice 3	1	SOUND BATH CLASS AT SENIOR CE	Invoice	02/20/2026	180.00	101-4-5510-4409
Total 52369 KYRON CHRISTOPHERSON:					380.00	
LAKE STATE RECYCLING INC						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
21326	1	CARDBOARD RECYCLING-NB	Invoice	02/13/2026	150.00	603-4-9112-4389
Total 13119 LAKE STATE RECYCLING INC:					150.00	
LANSWEEPER INC						
101						
IN06-2600533	1	LANSWEEPER PRO	Invoice	02/20/2026	3,971.25	101-4-1350-4404
Total 52579 LANSWEEPER INC:					3,971.25	
LAURA RUPRECHT						
211						
1-3/12/26	1	TEACHING FEE - MOSAIC MIRRORS	Invoice	01/14/2026	700.00	211-4-5600-4409
Total 15047 LAURA RUPRECHT:					700.00	
LEAST SERVICES/COUNSELING						
101						
1966	1	MONTHLY RETAINER FEE	Invoice	02/16/2026	180.00	101-4-2110-4319
Total 15055 LEAST SERVICES/COUNSELING:					180.00	
LEXISNEXIS RISK SOLUTIONS FL INC						
101						
1300239200	1	ONLINE INVESTIGATIVE SERVICES	Invoice	01/31/2026	533.34	101-4-2130-4433
Total 52587 LEXISNEXIS RISK SOLUTIONS FL INC:					533.34	
LITTLE FALLS MACHINE INC						
101						
376045	1	PARTS - SNOW	Invoice	02/11/2026	74.01	101-4-3130-4219
Total 24000 LITTLE FALLS MACHINE INC:					74.01	
MACQUEEN EQUIPMENT LLC						
101						
P62333	1	REPAIRS - COMPRESSOR	Invoice	02/11/2026	187.36	101-4-2320-4404
101						
P62577	1	SUPPLIES - FACEPIECE	Invoice	02/13/2026	587.74	101-4-2320-4219
Total 24576 MACQUEEN EQUIPMENT LLC:					775.10	
MACQUEEN EQUIPMENT, LLC						
292						
2E00268	1	2025 PIERCE LADDER 1 - #29085	Invoice	02/12/2026	2,058,746.34	292-4-2310-4560
Total 24575 MACQUEEN EQUIPMENT, LLC:					2,058,746.34	
MANSFIELD OIL CO						
101						
27523527	1	DIESEL SPOT ORDER	Invoice	02/10/2026	7,735.31	101-4-3120-4212
101						
27572952	1	UNLEADED GASOLINE	Invoice	02/20/2026	16,039.70	101-4-3120-4212
Total 12310 MANSFIELD OIL CO:					23,775.01	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
MARCO HOLDINGS LLC						
101						
CM659572	1	SOFTWARE RENEWAL DISCOUNT -	Invoice	02/11/2026	1,000.00-	101-4-1350-4404
101						
INV14918269	1	ACE365	Invoice	02/20/2026	6,910.00	101-4-1350-4404
Total 24714 MARCO HOLDINGS LLC:					5,910.00	
MATT STUEBER						
602						
17107 YALE	1	17107 YALE ST - SEWER CLAIM	Invoice	02/25/2026	989.00	602-4-9020-4440
Total 52584 MATT STUEBER:					989.00	
MAX STEININGER INC						
403						
PAY APP 3	1	YALE CT/LINE AVE REALIGNMENT	Invoice	02/12/2026	110,504.03	403-4-8440-4530
Total 13556 MAX STEININGER INC:					110,504.03	
METRO PRODUCTS LLC						
101						
190450	1	SUPPLIES	Invoice	02/11/2026	228.82	101-4-3120-4219
101						
190450	2	SUPPLIES	Invoice	02/11/2026	228.83	101-4-3150-4219
101						
190450	3	SUPPLIES	Invoice	02/11/2026	228.83	101-4-5110-4219
Total 52382 METRO PRODUCTS LLC:					686.48	
MINNESOTA FIRE SERVICE CERT BOARD						
101						
15168	1	RECERTIFICATION-ACADEMY RECR	Invoice	02/09/2026	2,091.00	101-4-2320-4331
Total 26360 MINNESOTA FIRE SERVICE CERT BOARD:					2,091.00	
MN DEPT OF MOTOR VEHICLES						
101						
2994 - #628	1	TAB RENEWAL VIN 2994 2023 EXPL	Invoice	02/01/2026	16.25	101-4-2110-4437
101						
3135 - #622	1	TAB RENEWAL VIN 3135 2021 CHEV	Invoice	02/01/2026	16.25	101-4-2110-4437
Total 26190 MN DEPT OF MOTOR VEHICLES:					32.50	
MN POLLUTION CONTROL AGENCY						
602						
2026 TYPE IV-MS	1	CONFERENCE REG-M STEVENS	Invoice	02/23/2026	195.00	602-4-9010-4331
602						
2026 TYPE IV-NF	1	CONFERENCE REG 5/19/26-N FLAHE	Invoice	02/05/2026	195.00	602-4-9010-4331
Total 26545 MN POLLUTION CONTROL AGENCY:					390.00	
MONTICELLO SENIOR CENTER						
101						
2-11-26 TOURN	1	POOL TOURNAMENT - FEB 2026	Invoice	02/25/2026	60.00	101-4-5510-4409

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 27070 MONTICELLO SENIOR CENTER:					60.00	
NAPA OF ELK RIVER, LLC						
101 328383	1	SUPPLIES	Invoice	02/10/2026	12.96	101-4-1600-4219
101 328534	1	PARTS	Invoice	02/11/2026	145.46	101-4-3120-4221
101 328535	1	PARTS	Invoice	02/11/2026	111.65	101-4-5110-4221
221 329486	1	GREASE FOR ZAMBONI	Invoice	02/19/2026	50.20	221-4-5400-4219
Total 52338 NAPA OF ELK RIVER, LLC:					320.27	
NEW LOOK CONTRACTING INC						
225 PAY APP 2	1	MISSISSIPPI ROAD TRAIL INFILL IMP	Invoice	02/23/2026	61,856.19	225-4-8546-4530
Total 12859 NEW LOOK CONTRACTING INC:					61,856.19	
ONE STOP OUTDOOR SERVICES						
101 5148	1	MAR SNOW REMOVAL - FS3	Invoice	02/22/2026	1,696.67	101-4-2310-4401
101 5148	2	SALTING SVCS FEB - FS3	Invoice	02/22/2026	240.00	101-4-2310-4401
Total 52551 ONE STOP OUTDOOR SERVICES:					1,936.67	
OXYGEN SERVICE CO, INC						
101 11928 - 1024852	1	CYLINDER LEASE RENEWAL	Invoice	02/04/2026	1,012.00	101-4-3150-4219
101 8912078	1	SUPPLIES - PROPANE	Invoice	02/10/2026	135.05	101-4-3150-4219
101 8915867	1	RENEWAL ADJUSTMENT	Invoice	02/23/2026	202.40-	101-4-3150-4219
Total 28960 OXYGEN SERVICE CO, INC:					944.65	
PAUSTIS WINE COMPANY						
603 288112	1	WINE	Invoice	02/19/2026	318.00	603-4-9111-4253
603 288112	2	FREIGHT	Invoice	02/19/2026	10.00	603-4-9111-4332
603 288114	1	WINE	Invoice	02/19/2026	632.00	603-4-9151-4253
603 288114	2	FREIGHT	Invoice	02/19/2026	12.00	603-4-9151-4332
Total 29251 PAUSTIS WINE COMPANY:					972.00	
PENNY SAWDY						
602 17139 YALE	1	17139 YALE ST - SEWER CLAIM	Invoice	02/25/2026	1,630.94	602-4-9020-4440
Total 52585 PENNY SAWDY:					1,630.94	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
PHILLIPS WINE & SPIRITS CO						
603						
5127086	1	WINE	Invoice	02/13/2026	205.80	603-4-9151-4253
603						
5127086	2	FREIGHT	Invoice	02/13/2026	6.96	603-4-9151-4332
603						
5127087	1	LIQUOR	Invoice	02/13/2026	1,006.94	603-4-9111-4251
603						
5127087	2	FREIGHT	Invoice	02/13/2026	26.39	603-4-9111-4332
603						
5127088	1	WINE	Invoice	02/13/2026	401.75	603-4-9111-4253
603						
5127088	2	FREIGHT	Invoice	02/13/2026	15.66	603-4-9111-4332
603						
5127089	1	POP/MISC	Invoice	02/13/2026	41.50	603-4-9111-4255
603						
5127089	2	FREIGHT	Invoice	02/13/2026	.50	603-4-9111-4332
603						
5127090	1	LIQUOR	Invoice	02/13/2026	1,207.25	603-4-9151-4251
603						
5127090	2	FREIGHT	Invoice	02/13/2026	17.69	603-4-9151-4332
603						
5127091	1	WINE	Invoice	02/13/2026	248.00	603-4-9151-4253
603						
5127091	2	FREIGHT	Invoice	02/13/2026	8.70	603-4-9151-4332
603						
5127092	1	POP/MISC	Invoice	02/13/2026	56.10	603-4-9151-4255
603						
5127092	2	FREIGHT	Invoice	02/13/2026	1.74	603-4-9151-4332
603						
5128814	1	LIQUOR	Invoice	02/18/2026	712.75	603-4-9111-4251
603						
5128814	2	FREIGHT	Invoice	02/18/2026	8.70	603-4-9111-4332
603						
5128815	1	WINE	Invoice	02/18/2026	515.20	603-4-9111-4253
603						
5128815	2	FREIGHT	Invoice	02/18/2026	26.10	603-4-9111-4332
603						
5128816	1	POP/MISC	Invoice	02/18/2026	46.20	603-4-9111-4255
603						
5128816	2	FREIGHT	Invoice	02/18/2026	1.74	603-4-9111-4332
221						
5130660	1	MISC BAR/DELIVERY	Invoice	02/20/2026	83.40	221-4-5430-4259
Total 29665 PHILLIPS WINE & SPIRITS CO:					4,639.07	
PRYES BREWING COMPANY LLC						
603						
W-115975	1	BEER	Invoice	02/12/2026	493.00	603-4-9111-4252
Total 52318 PRYES BREWING COMPANY LLC:					493.00	
QUALITY FLOW SYSTEMS INC						
602						
50482	1	VFD FOR HYBRID BLOWER	Invoice	02/10/2026	15,297.00	602-4-9020-4404

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 30500 QUALITY FLOW SYSTEMS INC:					15,297.00	
R M COTTON COMPANY						
101						
163357-IN	1	ANNUAL BOILER MAINT - CITY HALL	Invoice	02/17/2026	2,325.00	101-4-1600-4401
Total 30694 R M COTTON COMPANY:					2,325.00	
SHERBURNE CO AUDITOR\TREASURER						
101						
9749	1	2026 ASSESSMENTS - OLID	Invoice	02/18/2026	750.00	101-3-0000-3625
101						
9749	2	2026 ASSESSMENTS - ELECTRIC	Invoice	02/18/2026	365.00	101-3-0000-3625
101						
9749	3	2026 ASSESSMENTS - WATER	Invoice	02/18/2026	305.00	101-3-0000-3625
602						
9749	4	2026 ASSESSMENTS - SEWER	Invoice	02/18/2026	250.00	602-4-9010-4319
605						
9749	5	2026 ASSESSMENTS - GARBAGE	Invoice	02/18/2026	360.00	605-4-9210-4319
607						
9749	6	2026 ASSESSMENTS - STORMWATE	Invoice	02/18/2026	30.00	607-4-9310-4319
101						
9749	7	2026 ASSESSMENTS - CODE VIOLAT	Invoice	02/18/2026	30.00	101-4-1310-4319
Total 32180 SHERBURNE CO AUDITOR\TREASURER:					2,090.00	
SHERBURNE CO PLANNING & ZONING						
290						
2026 LIC APP	1	2026 YARD WASTE LICENSE APPLIC	Invoice	02/13/2026	1,500.00	290-4-9220-4409
Total 52574 SHERBURNE CO PLANNING & ZONING:					1,500.00	
SOUTHERN GLAZER'S WINE & SPIRITS OF MN						
603						
2724340	1	LIQUOR	Invoice	02/12/2026	4,701.72	603-4-9151-4251
603						
2724340	2	FREIGHT	Invoice	02/12/2026	49.28	603-4-9151-4332
603						
2724341	1	WINE	Invoice	02/12/2026	1,420.16	603-4-9151-4253
603						
2724341	2	FREIGHT	Invoice	02/12/2026	33.71	603-4-9151-4332
603						
2724342	1	FREIGHT	Invoice	02/12/2026	2.35	603-4-9151-4332
603						
2724343	1	FREIGHT	Invoice	02/12/2026	1.28	603-4-9151-4332
603						
9685998	1	WINE CREDIT	Invoice	02/20/2026	120.00-	603-4-9151-4253
Total 8000 SOUTHERN GLAZER'S WINE & SPIRITS OF MN:					6,088.50	
603						
2724337	1	LIQUOR	Invoice	02/12/2026	3,110.58	603-4-9111-4251
603						
2724337	2	FREIGHT	Invoice	02/12/2026	25.94	603-4-9111-4332
603						
2724338	1	WINE	Invoice	02/12/2026	576.32	603-4-9111-4253

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
2724338	2	FREIGHT	Invoice	02/12/2026	10.42	603-4-9111-4332
603						
2724339	1	FREIGHT	Invoice	02/12/2026	4.37	603-4-9111-4332
603						
2726815	1	LIQUOR	Invoice	02/19/2026	20,922.02	603-4-9111-4251
603						
2726815	2	FREIGHT	Invoice	02/19/2026	155.52	603-4-9111-4332
603						
2726816	1	WINE	Invoice	02/19/2026	567.96	603-4-9111-4253
603						
2726816	2	FREIGHT	Invoice	02/19/2026	11.46	603-4-9111-4332
603						
2726817	1	LIQUOR	Invoice	02/19/2026	314.99	603-4-9111-4251
603						
2726817	2	FREIGHT	Invoice	02/19/2026	1.04	603-4-9111-4332
603						
2726818	1	FREIGHT	Invoice	02/19/2026	.31	603-4-9111-4332
Total 11314 SOUTHERN GLAZER'S WINE & SPIRITS OF MN:					25,700.93	
STEVE & BRENDA HELLE						
602						
17131 YALE	1	17131 YALE ST - SEWER CLAIM	Invoice	02/25/2026	13,255.00	602-4-9020-4440
Total 52586 STEVE & BRENDA HELLE:					13,255.00	
STREICHER'S						
101						
I1809875	1	OFFICER LBV SUPPLIES	Invoice	02/11/2026	84.98	101-4-2120-4217
101						
I1810429	1	LOAD BEARING VEST ATTACHMENT	Invoice	02/13/2026	52.99	101-4-2120-4217
101						
I1811026	1	UNIFORMS - POLICE RESERVES	Invoice	02/17/2026	89.98	101-4-2160-4217
101						
I1812136	1	DT- SUPPLIES	Invoice	02/23/2026	43.65	101-4-2120-4219
101						
I1811969	1	AMMUNITION	Invoice	02/23/2026	5,810.50	101-4-2120-4219
Total 33300 STREICHER'S:					6,082.10	
SUMMIT COMPANIES						
221						
3873549	1	ALARM INSP/REPAIRS	Invoice	02/19/2026	1,385.25	221-4-5400-4401
Total 33444 SUMMIT COMPANIES:					1,385.25	
SUPERIOR CAPITAL HOLDINGS						
101						
2602634	1	RADIO REPAIRS - GARCIA	Invoice	02/19/2026	124.00	101-4-2120-4404
Total 15211 SUPERIOR CAPITAL HOLDINGS:					124.00	
SUSAN MONTAGUE						
101						
FEB 26	1	FEBRUARY CLASSES	Invoice	02/24/2026	200.00	101-4-5510-4409

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 14562 SUSAN MONTAGUE:					200.00	
SYSCO MINNESOTA INC						
221 647413577	1	CONCESSIONS - PLATES	Invoice	02/12/2026	47.99	221-4-5430-4219
221 647413577	2	CATERING/CONCESSIONS FOOD &	Invoice	02/12/2026	1,562.31	221-4-5430-4259
221 647425676	1	CATERING/CONCESSIONS FOOD &	Invoice	02/19/2026	1,696.37	221-4-5430-4259
Total 12551 SYSCO MINNESOTA INC:					3,306.67	
TARGETSOLUTIONS LEARNING						
101 INV135021	1	VECTOR - FTO	Invoice	02/22/2026	1,719.05	101-4-2110-4433
101 INV135025	1	VECTOR CHECK IT	Invoice	02/22/2026	1,693.51	101-4-2110-4433
Total 13501 TARGETSOLUTIONS LEARNING:					3,412.56	
TEAM LABORATORY CHEMICAL						
602 INV0050411	1	MEGA BUGS	Invoice	02/10/2026	1,148.00	602-4-9020-4219
602 INV0050458	1	MEGA BUGS	Invoice	02/13/2026	1,148.00	602-4-9020-4219
Total 14016 TEAM LABORATORY CHEMICAL:					2,296.00	
THE WINE COMPANY						
603 433706	1	LIQUOR	Invoice	02/13/2026	156.00	603-4-9111-4251
603 433706	2	WINE	Invoice	02/13/2026	1,504.00	603-4-9111-4253
603 433706	3	FREIGHT	Invoice	02/13/2026	43.20	603-4-9111-4332
Total 36423 THE WINE COMPANY:					1,703.20	
TRUEMAN-WELTERS INC						
101 IE62118	1	PLOW PARTS FOR LOADER 312	Invoice	02/11/2026	4,661.13	101-4-3130-4219
101 IE62683	1	PLOW PARTS FOR LOADERS	Invoice	02/11/2026	5,507.84	101-4-3130-4219
Total 34775 TRUEMAN-WELTERS INC:					10,168.97	
UNIQUE PAVING MATERIALS CORP						
101 92293	1	SUPPLIES - UPM COLD MIX	Invoice	02/13/2026	155.00	101-4-3120-4219
Total 35290 UNIQUE PAVING MATERIALS CORP:					155.00	
US FOODS, INC						
221 4723502	1	CATERING/CONCESSIONS FOOD &	Invoice	02/13/2026	2,343.84	221-4-5430-4259

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
221						
4830750	1	CATERING/CONCESSIONS FOOD &	Invoice	02/17/2026	1,788.05	221-4-5430-4259
221						
4918130	1	CATERING/CONCESSIONS FOOD &	Invoice	02/20/2026	1,213.02	221-4-5430-4259
Total 52522 US FOODS, INC:					5,344.91	
VESTIS GROUP INC						
221						
2500909906	1	CONCESSIONS - LINENS	Invoice	02/12/2026	27.86	221-4-5430-4219
221						
2500909907	1	LOBBY RUGS	Invoice	02/12/2026	21.56	221-4-5400-4219
221						
2500916093	1	CONCESSIONS - LINENS	Invoice	02/19/2026	27.86	221-4-5430-4219
221						
2500916095	1	LOBBY RUGS	Invoice	02/19/2026	21.56	221-4-5400-4219
Total 52462 VESTIS GROUP INC:					98.84	
VIKING COCA-COLA CO						
603						
3870028	1	POP/MISC	Invoice	02/13/2026	557.60	603-4-9111-4255
603						
3870092	1	POP/MISC	Invoice	02/20/2026	244.00	603-4-9151-4255
Total 35725 VIKING COCA-COLA CO:					801.60	
VINOCOPIA						
603						
389826-IN	1	LIQUOR	Invoice	02/11/2026	203.00	603-4-9111-4251
603						
389826-IN	2	WINE	Invoice	02/11/2026	520.00	603-4-9111-4253
603						
389826-IN	3	FREIGHT	Invoice	02/11/2026	14.00	603-4-9111-4332
Total 35763 VINOCOPIA:					737.00	
WASTE MANAGEMENT CORP SVCS						
605						
50367-1706-3	1	GARBAGE TIPPING FEES 2/1-2/15/26	Invoice	02/16/2026	20,776.41	605-4-9210-4384
Total 36033 WASTE MANAGEMENT CORP SVCS:					20,776.41	
WEBB & GERRITSEN MN LLC						
221						
156086	1	CANDY	Invoice	02/13/2026	457.64	221-4-5430-4259
221						
156208	1	CONCESSIONS - CANDY	Invoice	02/20/2026	525.28	221-4-5430-4259
Total 15138 WEBB & GERRITSEN MN LLC:					982.92	
WILLIAM L BONGLE						
101						
26-1097	1	DRONE SUPPLIES	Invoice	02/18/2026	178.00	101-4-2120-4219
Total 52477 WILLIAM L BONGLE:					178.00	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
WINE MERCHANTS						
603						
7553385	1	WINE	Invoice	02/11/2026	302.00	603-4-9111-4253
603						
7553385	2	FREIGHT	Invoice	02/11/2026	3.48	603-4-9111-4332
603						
7553386	1	WINE	Invoice	02/11/2026	864.00	603-4-9151-4253
603						
7553386	2	FREIGHT	Invoice	02/11/2026	5.22	603-4-9151-4332
603						
7553387	1	WINE	Invoice	02/11/2026	473.46	603-4-9151-4253
603						
7553387	2	FREIGHT	Invoice	02/11/2026	8.70	603-4-9151-4332
603						
7553770	1	WINE	Invoice	02/13/2026	80.00	603-4-9111-4253
603						
7553770	2	FREIGHT	Invoice	02/13/2026	1.74	603-4-9111-4332
603						
7554173	1	WINE	Invoice	02/18/2026	888.00	603-4-9111-4253
603						
7554173	2	FREIGHT	Invoice	02/18/2026	17.40	603-4-9111-4332
Total 36425 WINE MERCHANTS:					2,644.00	
WINEBOW						
603						
MN00179490	1	LIQUOR	Invoice	02/13/2026	270.00	603-4-9151-4251
603						
MN00179490	2	WINE	Invoice	02/13/2026	459.00	603-4-9151-4253
603						
MN00179490	3	FREIGHT	Invoice	02/13/2026	6.00	603-4-9151-4332
Total 14002 WINEBOW:					735.00	
ZIEGLER INC						
101						
IN002285118	1	PARTS	Invoice	02/06/2026	670.68	101-4-3120-4221
101						
IN002295117	1	PARTS #700	Invoice	02/13/2026	70.34	101-4-5110-4221
Total 36900 ZIEGLER INC:					741.02	
Total :					2,864,857.68	
Grand Totals:					2,864,857.68	

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
101-3-0000-3625	1,420.00	.00	1,420.00
101-4-1110-4201	27.00	.00	27.00
101-4-1110-4359	56.00	.00	56.00
101-4-1120-4226	185.91	.00	185.91

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
101-4-1210-4201	102.32	.00	102.32
101-4-1230-4404	6,457.00	.00	6,457.00
101-4-1310-4319	30.00	.00	30.00
101-4-1350-4321	206.13	.00	206.13
101-4-1350-4404	10,881.25	1,000.00-	9,881.25
101-4-1510-4359	168.00	.00	168.00
101-4-1600-4217	200.00	.00	200.00
101-4-1600-4219	522.22	12.63-	509.59
101-4-1600-4321	43.76	.00	43.76
101-4-1600-4389	3,286.43	.00	3,286.43
101-4-1600-4401	2,811.00	.00	2,811.00
101-4-2110-4319	180.00	.00	180.00
101-4-2110-4321	117.90	.00	117.90
101-4-2110-4433	3,412.56	.00	3,412.56
101-4-2110-4437	32.50	.00	32.50
101-4-2120-4217	137.97	.00	137.97
101-4-2120-4219	6,032.15	.00	6,032.15
101-4-2120-4221	469.44	.00	469.44
101-4-2120-4404	124.00	.00	124.00
101-4-2130-4219	13.84	.00	13.84
101-4-2130-4433	533.34	.00	533.34
101-4-2150-4201	104.60	.00	104.60
101-4-2150-4409	222.00	.00	222.00
101-4-2160-4217	89.98	.00	89.98
101-4-2190-4219	16.23	.00	16.23
101-4-2190-4389	6,820.73	.00	6,820.73
101-4-2190-4401	269.00	.00	269.00
101-4-2310-4219	63.28	.00	63.28
101-4-2310-4321	405.06	.00	405.06
101-4-2310-4389	760.56	.00	760.56
101-4-2310-4401	2,653.67	.00	2,653.67
101-4-2320-4217	49.25	.00	49.25
101-4-2320-4219	989.69	.00	989.69
101-4-2320-4331	3,571.95	.00	3,571.95
101-4-2320-4404	187.36	.00	187.36
101-4-2330-4389	411.67	.00	411.67
101-4-3120-4201	42.19	42.19-	.00
101-4-3120-4212	23,775.01	.00	23,775.01
101-4-3120-4219	4,829.08	.00	4,829.08
101-4-3120-4221	3,726.30	.00	3,726.30
101-4-3120-4321	113.84	.00	113.84
101-4-3120-4389	3,654.15	.00	3,654.15
101-4-3120-4401	170.00	.00	170.00
101-4-3130-4219	12,202.10	.00	12,202.10
101-4-3150-4219	1,375.88	202.40-	1,173.48
101-4-3150-4221	204.99	.00	204.99
101-4-5110-4219	2,148.62	.00	2,148.62
101-4-5110-4221	181.99	.00	181.99
101-4-5110-4389	2,304.05	.00	2,304.05
101-4-5110-4409	6,640.08	.00	6,640.08
101-4-5210-4219	448.00	.00	448.00
101-4-5220-4219	138.08	.00	138.08
101-4-5220-4409	3,875.00	.00	3,875.00
101-4-5220-4412	157.50	.00	157.50
101-4-5230-4219	47.98	.00	47.98

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
101-4-5510-4219	74.54	.00	74.54
101-4-5510-4409	740.00	.00	740.00
211-4-5600-4219	117.99	.00	117.99
211-4-5600-4389	3,160.74	.00	3,160.74
211-4-5600-4401	259.00	.00	259.00
211-4-5600-4409	700.00	.00	700.00
221-4-5400-4219	1,035.64	.00	1,035.64
221-4-5400-4321	494.54	.00	494.54
221-4-5400-4349	19.98	.00	19.98
221-4-5400-4389	24,212.31	.00	24,212.31
221-4-5400-4401	1,630.25	.00	1,630.25
221-4-5400-4560	14,447.91	.00	14,447.91
221-4-5410-4409	11,430.00	.00	11,430.00
221-4-5430-4219	1,827.13	.00	1,827.13
221-4-5430-4251	827.80	.00	827.80
221-4-5430-4252	1,566.50	.00	1,566.50
221-4-5430-4253	236.10	.00	236.10
221-4-5430-4259	11,889.94	.00	11,889.94
225-4-8546-4530	61,856.19	.00	61,856.19
290-4-9220-4409	1,500.00	.00	1,500.00
292-4-2310-4560	2,058,746.34	.00	2,058,746.34
401-4-8080-4303	345.00	.00	345.00
401-4-8220-4303	14,419.00	.00	14,419.00
403-4-8440-4303	1,203.00	.00	1,203.00
403-4-8440-4530	110,504.03	.00	110,504.03
403-4-8450-4303	18,053.00	.00	18,053.00
406-4-8050-4303	286.50	.00	286.50
406-4-8050-4530	137,846.90	.00	137,846.90
602-4-9010-4319	250.00	.00	250.00
602-4-9010-4321	181.09	.00	181.09
602-4-9010-4331	390.00	.00	390.00
602-4-9020-4219	2,766.63	.00	2,766.63
602-4-9020-4389	19,628.75	.00	19,628.75
602-4-9020-4404	15,297.00	.00	15,297.00
602-4-9020-4417	482.54	.00	482.54
602-4-9020-4440	19,240.94	.00	19,240.94
602-4-9050-4389	5,693.61	.00	5,693.61
603-4-9111-4251	58,064.26	.00	58,064.26
603-4-9111-4252	54,213.51	635.91-	53,577.60
603-4-9111-4253	10,257.56	.00	10,257.56
603-4-9111-4255	2,756.59	309.09-	2,447.50
603-4-9111-4256	3,152.89	.00	3,152.89
603-4-9111-4332	903.73	14.75-	888.98
603-4-9112-4219	141.32	.00	141.32
603-4-9112-4321	48.04	.00	48.04
603-4-9112-4389	150.00	.00	150.00
603-4-9112-4404	160.08	.00	160.08
603-4-9151-4251	17,594.68	428.89-	17,165.79
603-4-9151-4252	25,803.06	789.00-	25,014.06
603-4-9151-4253	6,355.47	131.17-	6,224.30
603-4-9151-4255	1,191.73	.00	1,191.73
603-4-9151-4256	915.00	.00	915.00
603-4-9151-4332	394.71	4.35-	390.36
603-4-9152-4219	32.57	.00	32.57
603-4-9152-4389	1,579.15	.00	1,579.15

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
603-4-9152-4404	85.82	.00	85.82
605-4-9210-4319	360.00	.00	360.00
605-4-9210-4384	20,776.41	.00	20,776.41
607-4-9310-4319	30.00	.00	30.00
Grand Totals:	2,868,428.06	3,570.38-	2,864,857.68

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
12/25	172,360.22	.00	172,360.22
01/26	4,112.56	.00	4,112.56
02/26	2,691,955.28	3,570.38-	2,688,384.90
Grand Totals:	2,868,428.06	3,570.38-	2,864,857.68

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
131822										
02/26	02/25/2026	131822	13710	A T & T	604215	101-4-2130-4319	.00	145.00	145.00	1
Total 131822:							.00		145.00	
131823										
02/26	02/25/2026	131823	10866	STAR TRIBUNE	10694366 2-8-	101-4-5510-4433	.00	97.66	97.66	1
Total 131823:							.00		97.66	
131824										
02/26	02/25/2026	131824	52492	BENEFIT EXTRAS, INC.	1545129	101-4-1220-4319	.00	651.25	651.25	1
02/26	02/25/2026	131824	52492	BENEFIT EXTRAS, INC.	1575112	101-4-1220-4319	.00	97.50	97.50	1
Total 131824:							.00		748.75	
131825										
02/26	02/25/2026	131825	17420	CASH	2-19-26 REPL	101-4-1110-4322	.00	30.50	30.50	1
Total 131825:							.00		30.50	
131826										
02/26	02/25/2026	131826	14668	CHARTER COMMUNICATIONS HO	25-013777	101-4-2130-4319	.00	50.00	50.00	1
Total 131826:							.00		50.00	
131827										
02/26	02/25/2026	131827	11047	CORNERSTONE AUTO	16484332	101-4-2120-4404	.00	270.66	270.66	1
Total 131827:							.00		270.66	
131828										
02/26	02/25/2026	131828	14883	HEARTLAND TIRE, INC.	811000114	101-4-2120-4221	.00	1,043.91	1,043.91	1
Total 131828:							.00		1,043.91	
131829										
02/26	02/25/2026	131829	24444	M R W A	2026 Associat	602-4-9010-4433	.00	425.00	425.00	1

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
Total 131829:							.00		425.00	
131830										
02/26	02/25/2026	131830	26010	MN COUNTY ATTORNEYS ASSOC	200013515	101-4-2110-4201	.00	33.00	33.00	1
Total 131830:							.00		33.00	
131831										
02/26	02/25/2026	131831	14954	OFFICE OF MNIT SERVICES	DV26010454	101-4-1350-4404	.00	202.00	202.00	1
Total 131831:							.00		202.00	
131832										
02/26	02/25/2026	131832	11240	RED FLINT SAND & GRAVEL LLC	INV172969	602-4-9020-4219	.00	4,124.00	4,124.00	1
Total 131832:							.00		4,124.00	
131833										
02/26	02/25/2026	131833	13048	STEP SAVER INC	190710	101-4-2190-4219	.00	133.50	133.50	1
02/26	02/25/2026	131833	13048	STEP SAVER INC	190754	101-4-1600-4219	.00	58.50	58.50	1
02/26	02/25/2026	131833	13048	STEP SAVER INC	190789	211-4-5600-4219	.00	166.50	166.50	1
02/26	02/25/2026	131833	13048	STEP SAVER INC	190790	101-4-2190-4219	.00	88.50	88.50	1
02/26	02/25/2026	131833	13048	STEP SAVER INC	191543	101-4-2190-4219	.00	171.00	171.00	1
02/26	02/25/2026	131833	13048	STEP SAVER INC	192685	101-4-2190-4219	.00	138.00	138.00	1
Total 131833:							.00		756.00	
131834										
02/26	02/25/2026	131834	15209	SUSAN D COLLINS	2-13-2026 CL	101-4-5510-4409	.00	192.00	192.00	1
Total 131834:							.00		192.00	
131835										
02/26	02/25/2026	131835	52570	SWEET LEAVES, LLC	1473	603-4-9111-4256	.00	468.00	468.00	1
Total 131835:							.00		468.00	

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
131836										
02/26	02/25/2026	131836	13946	T-MOBILE	965639928 02	221-4-5400-4321	.00	975.38	975.38	1
Total 131836:							.00	975.38		
131837										
02/26	02/25/2026	131837	52522	US FOODS, INC	5968907	221-4-5430-4259	.00	1.52-	1.52-	1
02/26	02/25/2026	131837	52522	US FOODS, INC	5973545	221-4-5430-4219	.00	300.00	300.00	1
02/26	02/25/2026	131837	52522	US FOODS, INC	8979636	221-4-5430-4259	.00	1.52	1.52	1
Total 131837:							.00	300.00		
1009351										
02/26	02/26/2026	1009351	12076	CAMPBELL KNUTSON P.A.	3237G JAN 26	821-2200	.00	12,705.49	12,705.49	1
Total 1009351:							.00	12,705.49		
1009352										
02/26	02/26/2026	1009352	17000	E C M PUBLISHERS INC	1084454	101-4-1510-4359	.00	272.00	272.00	1
Total 1009352:							.00	272.00		
1009353										
02/26	02/26/2026	1009353	18453	FASTENAL COMPANY	MNELK14481	101-4-5110-4219	.00	29.57-	29.57-	1
02/26	02/26/2026	1009353	18453	FASTENAL COMPANY	MNELK14553	101-4-5110-4219	.00	200.38	200.38	1
02/26	02/26/2026	1009353	18453	FASTENAL COMPANY	MNELK14559	101-4-5110-4219	.00	109.90	109.90	1
Total 1009353:							.00	280.71		
1009354										
02/26	02/26/2026	1009354	19729	GATR TRUCK CENTER	5P594459	101-4-3120-4221	.00	126.00	126.00	1
Total 1009354:							.00	126.00		
1009355										
02/26	02/26/2026	1009355	13666	JOHNSON CONTROLS	42151737	290-4-9220-4409	.00	358.40	358.40	1
Total 1009355:							.00	358.40		

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
1009356										
02/26	02/26/2026	1009356	52331	JOHNSON HEALTH TECH RETAIL, INC	21-081807	101-4-1600-4404	.00	254.99	254.99	1
Total 1009356:							.00		254.99	
1009357										
02/26	02/26/2026	1009357	14620	MIDWEST WASH SYSTEMS LLC	28074	101-4-3120-4219	.00	733.67	733.67	1
Total 1009357:							.00		733.67	
1009358										
02/26	02/26/2026	1009358	36423	THE WINE COMPANY	333905	603-4-9151-4332	.00	171.00-	171.00-	1
02/26	02/26/2026	1009358	36423	THE WINE COMPANY	433709	603-4-9151-4332	.00	1,850.20	1,850.20	1
Total 1009358:							.00		1,679.20	
220202620										
02/26	02/20/2026	220202620	26275	MN DEPT OF REVENUE	JAN 26 FUEL	101-4-3120-4212	.00	1,041.57	1,041.57	1
Total 220202620:							.00		1,041.57	
220202621										
02/26	02/20/2026	220202621	26300	MN DEPT. OF REVENUE	JAN 26 SALE	603-4-9152-4349	.00	75,085.00	75,085.00	1
Total 220202621:							.00		75,085.00	
Grand Totals:							.00		102,398.89	

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
101-2020	29.57	15,978.29-	15,948.72-
101-2080	671.38	.00	671.38
101-3-0000-3417	20.24	.00	20.24
101-4-1110-4321	67.24	.00	67.24
101-4-1110-4322	20.00	.00	20.00

GL Account	Debit	Credit	Proof
101-4-1120-4321	34.65	.00	34.65
101-4-1220-4319	748.75	.00	748.75
101-4-1350-4404	202.00	.00	202.00
101-4-1400-4304	8,369.49	.00	8,369.49
101-4-1510-4359	272.00	.00	272.00
101-4-1600-4219	76.68	.00	76.68
101-4-1600-4321	109.02	.00	109.02
101-4-1600-4404	254.99	.00	254.99
101-4-2110-4201	33.00	.00	33.00
101-4-2110-4321	114.80	.00	114.80
101-4-2120-4221	1,043.91	.00	1,043.91
101-4-2120-4404	270.66	.00	270.66
101-4-2130-4319	195.00	.00	195.00
101-4-2190-4219	531.00	.00	531.00
101-4-2410-4321	57.81	.00	57.81
101-4-2420-4321	44.06	.00	44.06
101-4-3120-4212	1,034.07	.00	1,034.07
101-4-3120-4219	911.19	.00	911.19
101-4-3120-4221	126.00	.00	126.00
101-4-3120-4321	74.37	.00	74.37
101-4-3150-4219	12.55	.00	12.55
101-4-3150-4321	24.79	.00	24.79
101-4-3300-4321	19.27	.00	19.27
101-4-5110-4219	110.53	29.57-	80.96
101-4-5110-4321	59.44	.00	59.44
101-4-5210-4321	154.95	.00	154.95
101-4-5510-4321	24.79	.00	24.79
101-4-5510-4409	192.00	.00	192.00
101-4-5510-4433	97.66	.00	97.66
211-2020	.00	166.50-	166.50-
211-4-5600-4219	166.50	.00	166.50
221-2020	1.52	11,002.82-	11,001.30-
221-2080	10,642.88	.00	10,642.88
221-4-5400-4321	58.42	.00	58.42
221-4-5430-4219	300.00	.00	300.00
221-4-5430-4259	1.52	1.52-	.00
290-2020	.00	358.40-	358.40-
290-4-9220-4409	358.40	.00	358.40
410-2020	.00	2.00-	2.00-
410-4-2310-4560	2.00	.00	2.00

GL Account	Debit	Credit	Proof
602-2020	.00	4,659.57-	4,659.57-
602-4-9010-4321	103.07	.00	103.07
602-4-9010-4433	425.00	.00	425.00
602-4-9020-4219	4,124.00	.00	4,124.00
602-4-9050-4212	7.50	.00	7.50
603-2020	171.00	66,097.40-	65,926.40-
603-2080	63,689.76	.00	63,689.76
603-4-9111-4256	468.00	.00	468.00
603-4-9112-4219	1.36	.00	1.36
603-4-9112-4349	2.68	.00	2.68
603-4-9112-4404	16.74	.00	16.74
603-4-9151-4251	748.00	.00	748.00
603-4-9151-4253	1,062.00	168.00-	894.00
603-4-9151-4332	40.20	3.00-	37.20
603-4-9152-4219	22.55	.00	22.55
603-4-9152-4321	28.70	.00	28.70
603-4-9152-4349	.67	.00	.67
603-4-9152-4404	16.74	.00	16.74
821-2020	.00	4,336.00-	4,336.00-
821-2200	4,336.00	.00	4,336.00
Grand Totals:	102,803.07	102,803.07-	.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
206202622										
02/26	02/06/2026	206202622	35099	US BANK	1262026 CC P	101-4-5110-4221	.00	447.44	447.44	1
02/26	02/06/2026	206202622	35099	US BANK	1262026 CITY	101-4-3120-4221	.00	14,877.47	14,877.47	1
Total 206202622:							.00		15,324.91	
Grand Totals:							.00		15,324.91	

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
101-2020	601.98	10,104.22-	9,502.24-
101-4-1110-4409	192.00	.00	192.00
101-4-1120-4319	67.45	.00	67.45
101-4-1120-4331	1,399.58	.00	1,399.58
101-4-1210-4319	20.52	.00	20.52
101-4-1210-4331	410.00	.00	410.00
101-4-1210-4433	135.00	.00	135.00
101-4-1220-4201	177.88	.00	177.88
101-4-1350-4404	106.38	.00	106.38
101-4-1600-4321	420.25	.00	420.25
101-4-1600-4331	75.00	.00	75.00
101-4-2120-4219	.00	21.98-	21.98-
101-4-2120-4221	134.84	.00	134.84
101-4-2120-4331	2,745.00	.00	2,745.00
101-4-2120-4433	250.00	.00	250.00
101-4-2130-4219	415.10	.00	415.10
101-4-2130-4331	1,099.10	.00	1,099.10
101-4-2130-4433	35.00	.00	35.00
101-4-2150-4433	50.00	.00	50.00
101-4-2310-4217	168.93	.00	168.93
101-4-2310-4359	10.66	.00	10.66
101-4-2320-4331	.00	580.00-	580.00-
101-4-3120-4219	110.67	.00	110.67
101-4-3120-4221	721.53	.00	721.53
101-4-5110-4219	558.00	.00	558.00

GL Account	Debit	Credit	Proof
101-4-5110-4221	171.33	.00	171.33
101-4-5110-4404	75.00	.00	75.00
101-4-5210-4331	365.00	.00	365.00
101-4-5210-4433	125.00	.00	125.00
101-4-5510-4331	65.00	.00	65.00
221-2020	.00	4,534.31-	4,534.31-
221-4-5400-4219	147.95	.00	147.95
221-4-5400-4259	502.65	.00	502.65
221-4-5400-4349	379.20	.00	379.20
221-4-5400-4433	300.00	.00	300.00
221-4-5430-4219	2,429.80	.00	2,429.80
221-4-5430-4259	774.71	.00	774.71
602-2020	.00	597.58-	597.58-
602-4-9010-4331	597.58	.00	597.58
603-2020	.00	690.78-	690.78-
603-4-9112-4349	90.02	.00	90.02
603-4-9112-4437	255.38	.00	255.38
603-4-9152-4349	90.01	.00	90.01
603-4-9152-4437	255.37	.00	255.37
Grand Totals:	16,528.87	16,528.87-	.00



Request for Action

To
City Council

Item Number
4.3

Meeting Date
March 2, 2026

Prepared By
Lauren Wipper, Human Resources Manager

Item Description
Approve Collective Bargaining Agreement 26-07
with LELS #231 Police Officers

Reviewed by
Cal Portner
Jolene Richter

Action Requested

Approve, by motion, the Master Labor Agreement 26-07 between the City of Elk River and Law Enforcement Labor Services (LELS) Local #231 for January 1, 2026, to December 31, 2027.

Background/Discussion

City staff mediated an agreement with the patrol labor union (LELS #231). The agreed-to provisions of the contract are consistent with previous Council discussions as well as with other labor agreements and city policies. The new terms are as follows:

<i>Recognition</i>	Updated the language to that required by the Bureau of Mediation Services.
<i>Injury on Duty</i>	Added the previously approved MOU allowing additional days of IOD; added language to handle partial shifts off of work.
<i>Holidays</i>	Added Juneteenth as a recognized holiday.
<i>Wages</i>	1/1/26 2.75% general wage increase and 2.5% market adjustment; 6/1/26 look back to #4 of peer cities not to exceed 2.5%; 1/1/27 3% general wage increase and 1% market adjustment; 6/1/27 look back to #4 of peer cities not to exceed 2.5%.
<i>MN Paid Leave</i>	Grandfathered into city policy if city policy changes.

Financial Impact

Unbudgeted 2026 wage costs will be absorbed by the department budget. Wage costs for 2027 will be included in that budget.

Mission/Policy/Goal

The Elk River Mission Statement.

Attachments

1. Master Labor Agreement between the City of Elk River and Law Enforcement Labor Services, Inc. Local #231
2. Marked up version of 2023-2025 Agreement

The Elk River Vision

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



MASTER LABOR AGREEMENT
BETWEEN
THE CITY OF ELK RIVER
AND
LAW ENFORCEMENT LABOR SERVICES, INC.
(LOCAL 231)

Effective January 1, 2026, through December 31, 2027

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ARTICLE 1. PURPOSE OF INTENT

This Agreement is entered into as of January 1, 2026, between the City of Elk River, hereinafter called the Employer, and the Law Enforcement Labor Services, Inc. (LELS), hereinafter called the Union. It is the intent and purpose of this Agreement to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and,
- 1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE 2. RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative, under Minnesota Statutes 179A.03, Subdivision 8, for all regular full time police personnel in the following job classification:

All essential licensed employees of the Elk River Police Department, Elk River, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory and confidential employees within the meaning of Minn. Stat. 179A.03, subd. 17 and 4.

- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3. DEFINITIONS

- 3.1 UNION: Law Enforcement Labor Services, Inc. (LELS) Local No. 231.
- 3.2 UNION MEMBER: A member of the Law Enforcement Labor Services, Inc., (Local No. 231).
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The City of Elk River Police Department
- 3.5 EMPLOYER: The City of Elk River
- 3.6 CHIEF: The Chief of the City of Elk River Police Department
- 3.7 UNION STEWARD: Officer elected or appointed by the Law Enforcement Labor Services, Inc., (Local No. 231).
- 3.8 DETECTIVE: A regular full time Employee specifically assigned or classified by the Employer to the job classification and/or job position of Adult Detective, Juvenile Detective, or Drug Task Force Detective.
- 3.9 OVERTIME: Work performed at the express authorization of the Employer in excess of the Employee's Scheduled Shift.
- 3.10 SCHEDULED SHIFT: A consecutive work period including Rest Breaks and a Lunch Break.
- 3.11 REST BREAKS: Periods during the Scheduled Shift during which the Employee remains on continual duty and is responsible for assigned duties.

- 3.12 LUNCH BREAK: A period during the Scheduled Shift during which the Employee remains on continual duty and is responsible for assigned duties.
- 3.13 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purposes of including, influencing, or coercing a change in the conditions or compensation of the rights, privileges, or obligations of employment.
- 3.14 COMPENSATORY TIME: Time off a regularly Scheduled Shift with pay in lieu of Overtime pay, taken with prior approval of the Employer.
- 3.15 PROBATIONARY PERIOD: That period of time from date of hire until an Employee is certified as a regular full time Employee as per the following:
 - a. Police Officer: Twelve (12) months from date of hire.
 - b. Promotion: Six (6) months from the date of promotion.
- 3.16 OFFICER IN CHARGE: Employee who handles lead officer duties in the absence of a supervisor outside of this bargaining unit.

ARTICLE 4. EMPLOYER SECURITY

The Employer has and will continue to retain, whether exercised or not, the sole and unrestricted right to operate and manage its affairs in all respects and to perform any inherent managerial function not specifically limited by the express provisions of this Agreement. The rights of the Employer, through its management official, shall include but not be limited to the following: The right to operate and manage all manpower and facilities and equipment, to set and amend budgets, to establish and modify the organizational structure, to determine the purpose or mission of the organization in each of its departments or units, to establish functions and programs, to introduce new or improved methods of work and to determine the utilization of technology, to exercise control and discretion over the organization and the efficiency, economy, and productivity of operations, to set standards for work services to the public, to change or eliminate the existing work schedules, to assign work, overtime, leave time, and schedule working hours, to hire, examine, classify, promote, train, transfer, assign and schedule Employees in positions with the Employer, to suspend, demote, discharge or take other disciplinary action against the Employees for just cause, to increase, reduce, change, modify or alter the composition and size of the work force, to lay off Employees, to reallocate positions to higher or lower classifications, to determine locations, methods, means and numbers of personnel by which operations are to be conducted, to establish, modify, combine or abolish job classifications, to determine whether goods and services are to be provided or purchased, and to direct the Employees.

Any term or condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

ARTICLE 5. UNION SECURITY

- 5.1 The Employer shall deduct from the wages of Employees who authorize such a deduction, in writing, an amount necessary to cover monthly Union dues. Such monies shall be remitted directly to the Union monthly.
- 5.2. The Union may designate Employees from the bargaining unit to act as a Union Steward and an alternate. The Union shall inform the Employer, in writing, of such choice and changes in the position of Steward and/or alternate.
- 5.3 The Employer shall make space available on the employee's bulletin board for posting Union notice(s) and announcement(s).
- 5.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 6. EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

- 6.1 Definition of a Grievance: A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 6.2 Union Stewards: The Employer will recognize Union Stewards designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer, in writing, of the names of such Union Stewards and of their successors when so designated as provided by Section 5.2 of this Agreement.
- 6.3 Processing of Grievance: It is recognized and accepted by the Union and the Employer that the processing of grievance, as hereinafter provided, is limited by the job duties and responsibilities of the Employees and shall, therefore, be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee and a Union Steward shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the Employee and the Union Steward have notified and received the prior approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.
- 6.4 Procedure: Grievances, as defined by Section 6.1 shall be resolved in conformance with the following procedure:

Step 1. An Employee claiming a violation concerning the interpretation or application of this Agreement shall, within fourteen (14) calendar days after such alleged violation has occurred, present such grievance to the Employee's supervisor as designated by the Employer. The Employer designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Employer designated representatives' final answer in Step 1. Any

grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer designated Step 2 representative. The Employer designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative. The Employer-designated representative shall give the Union the Employer's answer in writing within twenty-one (21) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union may be submitted to the Minnesota Bureau of Mediation Services for mediation or to arbitration within ten (10) calendar days following the Employer-designated representative's final Step 3 answer. If the grievance is submitted to mediation and is not resolved, it may be appealed to arbitration within ten (10) calendar days following the Employer-designated representative's final Step 4 answer. If the parties are unable to agree on the selection of an arbitrator, the Union shall request a list of arbitrators to be submitted to the parties by the Bureau of Mediation Services.

6.5 Arbitrator's Authority:

- a. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- b. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- c. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to

be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

- 6.6 Waiver: If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievances as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

ARTICLE 7. SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota and the City of Elk River. In the event any provisions of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time limits provided, such provision shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE 8. SENIORITY

- 8.1 Seniority shall be determined by the regular full time Employee's length of continuous employment with the Police Department and posted in an appropriate location. Seniority rosters may be maintained by the Chief on the basis of time in grade and time within specific classifications.
- 8.2 During the Probationary Period, a newly hired or rehired Employee may be discharged at the sole discretion of the Employer. During the Probationary Period, a promoted or reassigned regular full time Employee may be replaced in the Employee's previous position at the sole discretion of the Employer.
- 8.3 A reduction of the work force will be accomplished on the basis of seniority. Regular full time Employees shall be recalled from layoff on the basis of seniority. A qualified regular full time Employee on layoff shall have an opportunity to return to work within two (2) years of the time of his/her layoff before any new Employee is hired.
- 8.4 Senior regular full time Employees will be given preference with regard to transfer, job classification, assignments and promotions when the job-relevant qualifications of Employees are equal.
- 8.5 Two continuous vacation periods shall be selected on the basis of seniority until April 1 of each calendar year.

ARTICLE 9. DISCIPLINE

- 9.1 The Employer will discipline Employees for just cause only. Discipline will be in one or more of the following forms:

- a. oral reprimand;
- b. written reprimand;
- c. suspension;
- d. demotion; or,
- e. discharge.

- 9.2 Suspensions, demotions and discharges will be in written form.
- 9.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an Employee's personnel file shall be read and acknowledged by signature of the Employee. Employees and the Union will receive a copy of such reprimands and/or notices.
- 9.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 9.5 Employees will not be questioned concerning an investigation of disciplinary action unless the Employee has been given an opportunity to have a Union Steward present at such questioning.
- 9.6 Grievances relating to this Article shall be initiated by the Union in Step 3 of the grievance procedure under Article 6.

ARTICLE 10. CONSTITUTIONAL PROTECTION

Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitutions.

ARTICLE 11. WORK SCHEDULES

- 11.1 The normal work year for regular full time Employees is two thousand and eighty (2080) hours, to be accounted for by each Employee through:
 - a. hours worked on assigned shifts;
 - b. holidays;
 - c. assigned training; or,
 - d. authorized leave time.
- 11.2 Nothing contained in this or any other Article shall be interpreted to be a guarantee of the minimum or maximum number of hours the Employer may assign Employees.
- 11.3 Any change of an Employee's schedule made by the Employer with less than a 24-hour notice shall result in the payment at the rate of time and one half the Employee's base rate of pay for all hours worked during the scheduled change. Change in shifts initiated by the Employee, special detail, special projects, and other non-regular shifts do not qualify for this provision.

ARTICLE 12. OVERTIME

- 12.1 Employees will be compensated at one and one-half (1½) times the Employee's regular base pay rate for hours worked in excess of the Employee's regularly Scheduled Shift. Changes of shifts do not qualify an Employee for Overtime under this Article.
- 12.2 Overtime will be distributed as equally as practicable.
- 12.3 Overtime refused by Employees will, for record purposes under Article 12.2, be considered as unpaid Overtime worked.
- 12.4 For the purpose of computing Overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 12.5 Overtime will be calculated to the nearest fifteen (15) minutes.
- 12.6 Employees have the obligation to work Overtime or call backs as requested by the Employer unless unusual circumstances prevent the employee from so working. The minimum call back will be two hours.

ARTICLE 13. COURT TIME

A regular full time Employee who is required to appear in Court during the Employee's scheduled off-duty time shall receive a minimum of three (3) hours' pay at one and one-half (1½) times the Employee's base pay rate. An extension or early report to a regularly Scheduled Shift does not qualify the regular full time Employee for the three (3) hour minimum. An Employee who works a night shift shall receive a minimum of three (3) hours pay at two (2) times the Employee's base pay rate if the Employee is required to appear in court prior to 2:00 p.m. that same day. An Employee who works a power shift shall receive a minimum of three (3) hours pay at two (2) times the Employee's base pay rate if the Employee is required to appear in court prior to 10:00 a.m. that same day.

If court is cancelled with less than 24-hours' notice the regular full time Employee is eligible for a minimum payment of one and one-half hours (1 ½) of pay. Under no circumstances will the regular full time Employee be eligible to receive both the one and one-half hours (1 ½) court cancellation pay outlined in this paragraph and the three (3) hours' pay rate for court appearances as outlined in the preceding paragraph. The Employee maintains the ultimate responsibility for case schedule.

A regular, full-time Employee subpoenaed or scheduled to appear in court as the result of a law enforcement event relating to a previous law enforcement employer shall, upon twenty-four (24) hours' notice, be switched to an administrative shift for the period expected to attend court. The Employee shall return to his/her previous shift schedule upon conclusion of the court's requirements.

ARTICLE 14. INSURANCE

See Appendix A.

ARTICLE 15. STANDBY PAY

Regular full time Employees required by the Employer to standby shall be paid for such standby time at the rate of one-half (½) hours' pay for each hour on standby.

ARTICLE 16. UNIFORMS

Regular full time Employees will be credited with an annual uniform allowance account to be used on a voucher system basis.

The annual uniform allowance amount will be as follows:

New officers will receive equipment and uniforms from the department as identified in Appendix B.

Year 2 - No allowance (Year 2 begins on January 1 following the date of hire.) Employees hired in 2020 will receive a \$900.00 allowance for 2021.

Year 3 - \$900.00

Year 4 and 5 - \$750.00

Years 6 through 10 - \$700.00

Years 11 through 15 - \$650.00

Years 16 through 20 - \$600.00

Years 21 through 25 - \$550.00

Years 26 through Retirement - \$500.00

The city will work with the vendor to find an average annual percentage increase for the following benchmarked uniform items and increase the allowance as such:

Pant
Long Sleeve Shirt
Short Sleeve Shirt
Duty Boots

With receipts provided, Adult Detectives shall receive reimbursement of up to \$700.00 for the purchase of civilian dress clothes. Juvenile Detectives and Drug Task Force Detective shall follow the schedule above and may purchase civilian clothes, for reimbursement with receipts, or uniform items.

All items to be charged to the Employer by the regular full time Employee on the voucher system basis must receive prior approval of the Police Chief.

The amount charged shall not exceed the outstanding balance in the Employee's uniform allowance account.

Uniforms for regular full time Employees damaged beyond reasonable repair in the line of duty shall be replaced by the Employer, subject to reasonable depreciation calculated by the Employer.

An Employee who has submitted a notice either verbally or in writing to terminate employment shall no longer be allowed to purchase uniforms under this section and no reimbursement shall be made for any purchases after the verbal or written notification, whichever comes earlier, of intent to terminate has been received.

An Employee who fails to successfully complete field training shall return all equipment and uniforms purchased under this section to the Police Chief before leaving employment. Items not returned as required by this policy will be deducted from the Employee's last paycheck. All such deductions will be based on the purchase price of the equipment not returned.

Any new or additional items mandated by the city shall be purchased by the city. Any additional items desired by Employees, but not included in Appendix B, shall be purchased from the employee allowance.

The city will develop a Load Bearing Vest program and fund Load Bearing Vests and replacement.

ARTICLE 17. INJURY ON DUTY

Regular full time Employees injured during the performance of their duties for the Employer shall be paid the difference between the full time Employee's regular pay and worker's compensation insurance payments for a period not to exceed forty-five (45) working days per injury, not charged to the regular full time employee's vacation, sick leave or other accumulated leave time, for full shifts off work due to injury, in addition to any partial shifts off of work on the initial day of injury, and after four (4) working days initial waiting period per injury. The four (4) working day waiting period shall be charged to the regular full time Employee's sick leave account less worker's compensation insurance payments. Partial shifts off work due to injury will be counted by the quarter hour toward the forty-five (45) day IOD benefit.

A qualifying employee unable to return to work, certified so by a qualified physician, and injured as a result while actively policing or participating in approved training may request an extension of Injury on Duty Pay up to an additional forty-five (45) working days at the discretion of the of the city administrator or his/her designee. The employee may appeal, in writing, a denied request to the Elk River City Council whose decision is final and ungriveable.

An approved extension will begin after an additional three (3) working days waiting period commencing after the original Injury on Duty period. The waiting period shall be charged to the regular full time Employee's sick leave account less worker's compensation insurance payments.

ARTICLE 18. SICK LEAVE

18.1 Regular full time Employees shall accrue at the rate of twelve (12) days of sick leave per year, with no maximum accrual limit.

Leave balances will be checked on the last pay day in October of each year.

If Employee is at or over 960 accrued sick hours, they will begin accruing leave at the rate of eight (8) days per year on the first pay day in November.

If Employee is under 960 accrued sick hours they will remain accruing at the rate of twelve (12) days per year.

When balances are checked on the last pay day in October the following year, Employees accruing at the eight (8) days per year rate shall have one-half (1/2) of the previous year's accrued hours paid into Employee's Post Employment Health Care Savings Plan and the remaining half will remain in Employee's sick leave bank. ie: If you begin the year at the 8-day accrual rate half of your year's accrual will be paid into your PEHCSP at the end of the year and the other half will remain in your bank.

If the balance is below 960 when checked the following year, Employee returns to the twelve (12) days per year accrual rate. Employees are not eligible for HCSP payment when accruing at the twelve (12) days per year rate and all unused accrued hours remain in their bank.

If the balance is at or above 960 when checked, they move to or remain in the eight (8) day per year accrual plan.

For the purpose of implementing this plan in 2021, the leave balances will be checked on the first pay day following the signing of this contract and the terms above will apply going forward, not retroactively to January 1, 2021.

- 18.2 A regular full time Employee shall notify the Employer before the start of the Scheduled Shift or as soon as possible thereafter of his/her inability to report for duty. The Employer may require of regular full time Employees proof of illness for any use of sick leave. In cases of extended illness, regular full time Employees shall notify the Employer of their status in regard to his/her return to duty weekly.

Eligible Employees may use sick time for the following reasons:

- a. Personal illness or injury or in order to attend medical appointments (i.e. doctors, dentists);
- b. To care for sick family members;
- c. To take family members to medical appointments (i.e., doctor, dentists);
- d. Reasonable period of time not to exceed 160 hours per year for illness or injury to the employee's family member; and,
- e. If the 160 hours identified in 18.2(d) above is exhausted, up to five (5) days in any calendar month to care for seriously ill family members who may not live with the employee. For purposes of this provision, "seriously ill" shall be determined at the sole discretion of the city administrator.

For the purpose of this section, family member is defined as the employee's stepchild, biological, adopted or foster child, adult children, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, and stepparent. Sick leave use for the employee's adult children, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, and stepparent is limited to 160 hours (combined) in a 12-month period. The 12 months begins on the first day the employee uses leave for this purpose. Stepchild, biological, adopted or foster child not subject to the 160 hours limit must be under 18 years of age or under 20 years of age if still attending secondary school.

- 18.3 An Employee resigning his/her employment with the City may be eligible for a cash out of unused sick leave if all of the following conditions are met:

1. The Employee must resign in good standing (Employee is not being terminated by the City); and
2. The Employee must provide proper written notice of his/her resignation at least fourteen (14) calendar days in advance and in accordance with the City Resignation Policy; and
3. The Employee must execute a release of claims.

Payment shall be based on the consecutive years of service completed by the Employee and his/her accrued sick leave balance.

An Employee terminating after completing five (5) years of consecutive service will receive payment as outlined below. Payment shall be at the current rate of pay when the resignation is submitted.

5-9 consecutive years of service	40% of up to 960 hours
10 or more consecutive years of service	50% of hours up to 960 hours

For Employees with 15 or more years of service and retiring at age 50 or older from regular, fulltime POST qualified police work:

15-19 consecutive years of service	60% of up to 960 hours
20-24 consecutive years of service	65% of up to 960 hours
25-29 consecutive years of service	70% of up to 960 hours
30-32 consecutive years of service	75% of up to 960 hours
33 or more consecutive years of service	80% of up to 960 hours

Fifty percent (50%) of the severance will be paid in accordance with the timeline outlined in the release of claims. The remaining severance will be paid approximately 90 days following termination provided the Employee does not return to active policing.

Any accumulated sick leave in excess of nine hundred sixty (960) hours is not eligible for payment under this policy. Employees may continue to accumulate sick leave in excess of nine hundred sixty (960) hours to be used in accordance with the Family Medical Leave Act.

- 18.4 In the event of an Employee death, payment of this benefit consistent with this Article may be approved by the city administrator if the Employee would have been eligible for cash payment under item 18.3.

ARTICLE 19. BEREAVEMENT LEAVE

Regular full-time and regular part-time Employees working a minimum of 1040 hours per year are permitted a paid Bereavement leave for the purpose of making arrangements, attending the funeral, caring for deceased's survivors, gathering with relatives, and/or to otherwise grieve the loss when a death occurs in their family. Bereavement leave is prorated for eligible regular part-time Employees according to the number of hours worked. Leave with pay is limited to the following:

Up to five (5) days Husband, Wife, Mother, Father, Son, Daughter, Brother, Sister, Stepmother, Stepfather, Stepson, Stepdaughter, Stepbrother, Stepsister

Up to three (3) days Son-In-Law, Daughter-In-Law, Mother-In-Law, Father-In-Law, Grandparent, Grandchild

One (1) day Employee's Aunt, Uncle, Cousin, Niece, Nephew, Sister-In-Law, Brother-In-Law, Godchild, Grandparents-In-Law

Days off shall be concurrent. If there is a need for days that are not concurrent, those days shall be arranged with your supervisor and approved by human resources or the city administrator.

Additional time off for bereavement leave may be granted and charged to vacation leave or Compensatory Time, if any.

Additional bereavement leave may be granted by the City Administrator at his/her discretion for extraordinary situations.

ARTICLE 20. VACATION

20.1 Vacation leave is accrued based on consecutive years of leave-eligible service. To determine an Employee's vacation accrual rate, years of service will include all continuous time the employee has worked for the City in a position that is eligible for paid leave (including authorized unpaid leave) or, for employees hired after January 1, 2023, as a fulltime peace officer in another organization.

Regular full time Employees shall accrue paid vacation leave based on the schedule below. Employees hired before December 31, 2022, may carry more than 240 hours of vacation leave during a year but may not carry more than 240 hours forward to the next calendar year.

Non-lateral hired Employees hired after January 1, 2023, shall accrue 120 working hours per year at the start of eligible employment through the completion of their ninth (9th) year. They may carry more than 120 hours of vacation leave during a year but may not carry more than their annual accrual amount forward to the next calendar year.

Employees with fewer than eight (8) years of service as of January 1, 2023, may receive the new accrual rate provided they accept and acknowledge the reduced annual carryover rate being equal to their annual accrual rate. The request and acknowledgement shall be in writing. Employees will have until February 25, 2023, to make this election. Vacation balances over their annual accrual rate must be used by December 31, 2023.

<u>Length of Service</u>	<u>Accrual Rate</u>
From start of employment through completion of the 5 th year	88 working hours per year
Beginning of the 6 th year through completion of the 7 th year	112 working hours per year

Beginning of the 8 th year through completion of the 9 th year	120 working hours per year
Beginning of the 10 th year through completion of the 11 th year	128 working hours per year
Beginning of the 12 th year through completion of the 13 th year	136 working hours per year
Beginning of the 14 th year through completion of the 15 th year	144 working hours per year
Beginning of the 16 th year through completion of the 17 th year	152 working hours per year
Beginning of the 18 th year	160 working hours per year
Beginning of the 19 th year	168 working hours per year
Beginning of the 20 th year	176 working hours per year
Beginning of the 21 st year	184 working hours per year
Beginning of the 22 nd year through completion of the 24 th year	192 working hours per year
Beginning of the 25 th year and thereafter	200 working hours per year

Vacation leave requires supervisor approval. The city will make every effort to grant vacation time as requested but reserves the right to deny or approve vacation schedules.

20.2 40/40/40 Vacation Payout Option

An Employee may request a one-time per year payout for forty (40) hours of accumulated vacation in conjunction with taking forty (40) hours of vacation leave provided that after the reduction of the eighty (80) hours the Employee retains a minimum vacation balance of forty (40) hours. The irrevocable election to take the 40/40/40 option must be made by the end of the year prior to taking the vacation and the vacation hours taken must be consecutive. The vacation payout will be made the latter of when the Employee has earned forty (40) hours of vacation in the year or the pay period following the vacation taken.

20.3 Lateral Hires

Employees hired laterally from another department shall receive the following benefits in addition to the normal accrual outlined in this contract:

1. 96 hours of sick leave on day one
2. 120 hours of vacation leave on day one

Employees will not accrue additional vacation or sick time during their first year of employment. Unless approved at the time of hire, Employees shall not use vacation time until they have completed field training. At the beginning of the Employee's second year, they will be placed into the vacation plan at the years of service rate commensurate to the Employee's fulltime peace officer years of service.

If the Employee leaves employment with the City before the end of year one, vacation leave and sick leave will be prorated for the year. If the Employee has used more vacation

or sick leave than they would have earned, the over spent leave time will be paid back on Employee's final paycheck.

Employees hired before January 1, 2023, who had prior full-time peace officer experience may move to the vacation accrual step commensurate to their total years of full-time police officer experience provided they accept the reduced annual carry over amount of 200 hours. This irrevocable election shall be made in writing by February 25, 2023.

ARTICLE 21. HOLIDAYS

Regular full time Employees shall be entitled to eleven (12) days pay or twelve (12) days time off work with pay, at eight (8) hours per day, in lieu of holiday pay or designated holidays off work, on a pro-rated basis for each month or major fraction thereof worked with the Employer. Employees scheduled to work on the following holidays will receive an additional one-half (1/2) times pay for each hour worked:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	The day after Thanksgiving Day
Juneteenth	Christmas Eve Day
Independence Day	Christmas Day

Regular full time Employees who leave the employment of the Employer under honorable conditions shall be paid holiday time earned on a pro-rated basis for the months of service worked in that calendar year. Regular full time Employees leaving the employment of the Employer during a calendar year who have utilized more holiday time than would be earned on a pro-rated basis will be required to reimburse the Employer for time taken and not earned. Payment in lieu of holiday time off of work, or days off of work in lieu of holidays will be on the basis of straight time. Payment of unused holiday time shall be made by the Employer to Employees each calendar year between December 1st and December 15th.

ARTICLE 22. DETECTIVE ON-CALL

Detectives shall be assigned on-call duty on a weekly basis by the Police Chief. Detectives will not be regularly scheduled to work the above referenced eleven (11) holidays and will receive eight (8) hours regular pay for each designated holiday.

Detectives assigned on-call duty by management at a time other than their weekly rotation shall be compensated one hour of compensatory time for each day on-call. Changes made between Employees do not qualify for the one hour compensatory time.

ARTICLE 23. FALSE ARREST INSURANCE

The Employer agrees to provide and pay the premiums due thereon for False Arrest Insurance to cover the Employees required to have this coverage.

ARTICLE 24. MILEAGE ALLOWANCE

The Employer agrees to reimburse any Employee required to use his/her own auto per the mileage allowance policy in effect for all city employees.

ARTICLE 25. COMPENSATORY TIME PROVISIONS

Regular full time Employees may be allowed to accumulate either Overtime worked at the rate provided for in Article 12 or Compensatory Time at the rate of one and one-half (1½) times the excess hours worked. Employees may use Compensatory Time off duty with pay, subject to prior approval of the Employer. Employees may cash out accrued but unused Compensatory Time during a regular pay period in the month of June of each year. The City Administrator may approve Compensatory Time to be cashed out during a regular pay period at other times during the year due to unforeseen, extenuating circumstances. Compensatory Time in excess of forty (40) hours accumulated but not used as time off with pay shall be paid by the Employer between December 1st and December 31st of each calendar year. Not more than forty (40) hours of Compensatory Time shall be carried from one calendar year to the next.

All hours reimbursed by a third party are not subject to the above Compensatory Time provisions. All hours paid to an Employee that are invoiced to or reimbursed by a third party will be paid to the Employee and shall not be banked as Compensatory Time. A third party is defined as any person or organization contracting formally or informally with the City for police services that is invoiced for or pays the City for such services. Services provided to ISD 728 for athletic and other customary events are not considered third party. ISD 728 events that are special or one-time events are considered third party. Hours charged to grants shall be dictated by the terms of the grant.

ARTICLE 26. WAGES

See Appendix A.

ARTICLE 27. WAGE INCENTIVE PROGRAM

See Appendix A.

ARTICLE 28. P.O.S.T. LICENSURE

See Appendix A.

ARTICLE 29. WAIVER

Any and all prior agreements, resolutions, policies, rules, and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded. The parties mutually acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment not specifically referred to or covered by this Agreement, even though such terms and/or conditions may have been within the knowledge or

contemplation of either or both of the parties at the time this contract was negotiated or executed.

ARTICLE 30. DURATION

This Agreement shall be effective as of January 1, 2026, and shall remain in full force and effect until December 31, 2027.

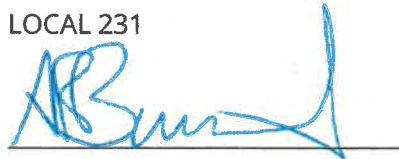
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 2nd day of March, 2026.

FOR THE CITY OF ELK RIVER

John Dietz, Mayor

Jolene Richter, Deputy Clerk

FOR LAW ENFORCEMENT LABOR SERVICES, INC.
LOCAL 231



Business Agent



Union Steward

APPENDIX A

A.1 Regular Full Time Police Officer Wage Rates - 1/1/26 – 12/31/27

The wage rates listed below shall be used for purposes of calculating Overtime, holiday pay, incentive pay, and other items that rely on a base wage rate.

Regular Full Time Police Officer Wage Rates:

	<u>1/1/26</u> (2.75% general wage increase and 2.5% Market Adjustment)
Step 1	\$ 36.46
Step 2	42.08
Step 3	47.72
Step 4	53.42

Employees move to the next step in the plan following twelve (12) months of continuous employment.

The Employer has discretion, when experience and qualifications indicate, to hire at any pay step deemed appropriate.

Pay steps shall increase based on the following:

June 1, 2026 – Market adjustment to number 4 of peer city contracts applied in 0.25% increments not to exceed 2.5% retroactive to January 1, 2026.

The first day of the pay period that includes January 1, 2027 – 3% general wage increase and 1% Market Adjustment.

June 1, 2027 – Market adjustment to number 4 of peer city contracts applied in 0.25% increments not to exceed 2.5% retroactive to the first day of the pay period that includes January 1, 2027.

A.2 Adult Detective, Juvenile Detective, Drug Task Force Detective

Compensation for individuals assigned to duties of the listed positions shall be at the rate of 4.5% above the base rate of pay.

A.3 Insurance Contribution

The Employer agrees to provide a combined payment of wage and insurance benefits to regular full time Employees. For computation of various benefits pursuant to this Agreement, Union Employees will participate in and receive the same insurance benefits as the City's non-union employees.

A.4 Post Employment Health Care Savings Plan

Effective following the signing of this contract, Employees shall contribute to the Post Employment Health Care Savings Plan in the following manner:

Beginning of employment through 5 years – 2% of Employee's hourly base wage

Years 6 through 10 – 2.5% of Employee's hourly base wage

Years 11 through 15 – 3% of Employee's hourly wage

Years 16 through 20 – 3.5% of Employee's hourly wage

Years 21 and beyond – 4% of Employee's hourly base wage

Employees will place 100% of their sick leave severance, as paid per item 18.3, into their Post Employment Health Care Savings Plan unless the Employee has opted out of the program which is approved due to a qualified exemption rule: this provision is irrevocable as set forth by law. Should an Employee choose this opt-out provision, it will be paid to the Employee as severance.

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

A.5 Canine Officer

Regular full time Employees assigned to the duties of the Canine Officer position shall use the last one-half (1/2) hour of the daily work shift for maintenance, grooming, feeding, kennel cleaning, and similar duties related to the general care and wellbeing of the dog. When not scheduled on a work shift, regular full time Employees assigned to the duties of the Canine Officer position shall be compensated for one-half (1/2) hour of overtime for care of the dog.

A.6 Specialty Pay

Employees assigned Field Training Officer duties shall be paid three (3) hours per day while performing FTO duties.

Employees assigned Firearms Instructor or Defensive Tactics Instructor shall be paid three (3) hours per day while performing as an instructor for more than four (4) hours. If performing these duties four (4) or fewer hours, they will receive 1.5 hours of additional pay.

Negotiators and SWAT members shall receive 2.5% above base rate when actively performing the role. This does not include training.

A.7 Wage Incentive Program

A Wage Incentive Program is offered to regular full time Employees who may participate in the program on a voluntary basis. An Employee will earn the following amounts provided that the Employee meets the established guidelines for all the identified categories.

After 1 year – Up to 1% of employee's wage on the last day of that year

After 4 years - Up to 3% of top patrol

After 8 years - Up to 5% of top patrol

After 12 years - Up to 7% of top patrol

After 16 years - Up to 9% of top patrol

After 20 years - Up to 10% of top patrol

Increases will be effective January 1 following the change in years of service.

A.8 P.O.S.T. Licensure

The Employer shall reimburse employees for the cost of P.O.S.T. License renewal.

A.9 Effective Date

This Agreement (all items contained in Appendix A) shall be effective as of January 1, 2026, and shall remain in full force and effect until December 31, 2027.

A.10 Shift Differential

Employees who work shift hours between 6:00 p.m. and 5:59 a.m. shall be paid a shift differential of 2.5% for each hour actually worked. Special detail, special projects, and other non-regular shifts do not qualify for shift differential.

A.11 Officer In Charge

Officers acting in a lead officer role shall be paid an Officer In Charge differential of \$1.30 for each hour worked in the lead officer role.

A.12 MN Paid Leave

The union will follow the December 2025 Personnel Policy Manual language which will be grandfathered in the case of subsequent policy changes.

APPENDIX B

Required Uniform List

Uniforms		
Item	Description	Quantity
Pant	Class B	5
Shirts (LS)	Class B	5
Shirts (SS)	Class B	5
Winter coat	Cold Weather	1
Soft shell coat	Spring/Fall	1
Winter Gloves	Insulated	1
Duty Boots	Black Leather	1
Shirt(LS)	Class A	1
Pant	Class A	1
Tie	Class A	1
Shoes	Class A	1
Hat	Class A	1
Rain coat	High Visibility	1
Pant	Class C	1
Polo (LS)	Class C	1
Polo (SS)	Class C	1
Undershirt (LS)	Cold Weather	1
Name plate	Class A	1
Equipment		
Duty Belt	Outer	1
Duty Belt	Inner	1
Flashlight	Duty	1
Flashlight holder	Duty	1
Baton ASP 21"	Duty	1
Baton case	Duty	1
Glove holder (medical)	Duty	1
Hush key holder	Duty	1
Squad bag		1
Traffic vest	High Visibility	1
Radio holder	Duty	1
Handcuffs	Duty	1
Handcuff holder	Duty	1
Clipboard		1

MASTER LABOR AGREEMENT
BETWEEN
THE CITY OF ELK RIVER
AND
LAW ENFORCEMENT LABOR SERVICES, INC.
(LOCAL 231)

Effective January 1, ~~2023~~2026, through December 31, ~~2025~~2027

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ARTICLE 1. PURPOSE OF INTENT

This Agreement is entered into as of January 1, 2023³⁶, between the City of Elk River, hereinafter called the Employer, and the Law Enforcement Labor Services, Inc. (LELS), hereinafter called the Union. It is the intent and purpose of this Agreement to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and,
- 1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE 2. RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative, under Minnesota Statutes 179A.03, Subdivision 8, for all regular full time police personnel in the following job classification:

~~Police Officer~~

All essential licensed employees of the Elk River Police Department, Elk River, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory and confidential employees within the meaning of Minn. Stat. 179A.03, subd. 17 and 4.

- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3. DEFINITIONS

- 3.1 UNION: Law Enforcement Labor Services, Inc. (LELS) Local No. 231.
- 3.2 UNION MEMBER: A member of the Law Enforcement Labor Services, Inc., (Local No. 231).
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The City of Elk River Police Department
- 3.5 EMPLOYER: The City of Elk River
- 3.6 CHIEF: The Chief of the City of Elk River Police Department
- 3.7 UNION STEWARD: Officer elected or appointed by the Law Enforcement Labor Services, Inc., (Local No. 231).
- 3.8 DETECTIVE: A regular full time Employee specifically assigned or classified by the Employer to the job classification and/or job position of Adult Detective, Juvenile Detective, or Drug Task Force Detective.
- 3.9 OVERTIME: Work performed at the express authorization of the Employer in excess of the Employee's Scheduled Shift.
- 3.10 SCHEDULED SHIFT: A consecutive work period including Rest Breaks and a Lunch Break.

- 3.11 REST BREAKS: Periods during the Scheduled Shift during which the Employee remains on continual duty and is responsible for assigned duties.
- 3.12 LUNCH BREAK: A period during the Scheduled Shift during which the Employee remains on continual duty and is responsible for assigned duties.
- 3.13 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purposes of including, influencing, or coercing a change in the conditions or compensation of the rights, privileges, or obligations of employment.
- 3.14 COMPENSATORY TIME: Time off a regularly Scheduled Shift with pay in lieu of Overtime pay, taken with prior approval of the Employer.
- 3.15 PROBATIONARY PERIOD: That period of time from date of hire until an Employee is certified as a regular full time Employee as per the following:
 - a. Police Officer: Twelve (12) months from date of hire.
 - b. Promotion: Six (6) months from the date of promotion.
- 3.16 OFFICER IN CHARGE: Employee who handles lead officer duties in the absence of a supervisor outside of this bargaining unit.

ARTICLE 4. EMPLOYER SECURITY

The Employer has and will continue to retain, whether exercised or not, the sole and unrestricted right to operate and manage its affairs in all respects and to perform any inherent managerial function not specifically limited by the express provisions of this Agreement. The rights of the Employer, through its management official, shall include but not be limited to the following: The right to operate and manage all manpower and facilities and equipment, to set and amend budgets, to establish and modify the organizational structure, to determine the purpose or mission of the organization in each of its departments or units, to establish functions and programs, to introduce new or improved methods of work and to determine the utilization of technology, to exercise control and discretion over the organization and the efficiency, economy, and productivity of operations, to set standards for work services to the public, to change or eliminate the existing work schedules, to assign work, overtime, leave time, and schedule working hours, to hire, examine, classify, promote, train, transfer, assign and schedule Employees in positions with the Employer, to suspend, demote, discharge or take other disciplinary action against the Employees for just cause, to increase, reduce, change, modify or alter the composition and size of the work force, to lay off Employees, to reallocate positions to higher or lower classifications, to determine locations, methods, means and numbers of personnel by which operations are to be conducted, to establish, modify, combine or abolish job classifications, to determine whether goods and services are to be provided or purchased, and to direct the Employees.

Any term or condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

ARTICLE 5. UNION SECURITY

- 5.1 The Employer shall deduct from the wages of Employees who authorize such a deduction, in writing, an amount necessary to cover monthly Union dues. Such monies shall be remitted directly to the Union monthly.
- 5.2. The Union may designate Employees from the bargaining unit to act as a Union Steward and an alternate. The Union shall inform the Employer, in writing, of such choice and changes in the position of Steward and/or alternate.
- 5.3 The Employer shall make space available on the employee's bulletin board for posting Union notice(s) and announcement(s).
- 5.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 6. EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

- 6.1 Definition of a Grievance: A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 6.2 Union Stewards: The Employer will recognize Union Stewards designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer, in writing, of the names of such Union Stewards and of their successors when so designated as provided by Section 5.2 of this Agreement.
- 6.3 Processing of Grievance: It is recognized and accepted by the Union and the Employer that the processing of grievance, as hereinafter provided, is limited by the job duties and responsibilities of the Employees and shall, therefore, be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee and a Union Steward shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the Employee and the Union Steward have notified and received the prior approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.
- 6.4 Procedure: Grievances, as defined by Section 6.1 shall be resolved in conformance with the following procedure:

Step 1. An Employee claiming a violation concerning the interpretation or application of this Agreement shall, within fourteen (14) calendar days after such alleged violation has occurred, present such grievance to the Employee's supervisor as designated by the Employer. The Employer designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Employer designated representatives' final answer in Step 1. Any

grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer designated Step 2 representative. The Employer designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative. The Employer-designated representative shall give the Union the Employer's answer in writing within twenty-one (21) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union may be submitted to the Minnesota Bureau of Mediation Services for mediation or to arbitration within ten (10) calendar days following the Employer-designated representative's final Step 3 answer. If the grievance is submitted to mediation and is not resolved, it may be appealed to arbitration within ten (10) calendar days following the Employer-designated representative's final Step 4 answer. If the parties are unable to agree on the selection of an arbitrator, the Union shall request a list of arbitrators to be submitted to the parties by the Bureau of Mediation Services.

6.5 Arbitrator's Authority:

- a. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- b. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- c. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to

be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

- 6.6 Waiver: If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievances as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

ARTICLE 7. SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota and the City of Elk River. In the event any provisions of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time limits provided, such provision shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE 8. SENIORITY

- 8.1 Seniority shall be determined by the regular full time Employee's length of continuous employment with the Police Department and posted in an appropriate location. Seniority rosters may be maintained by the Chief on the basis of time in grade and time within specific classifications.
- 8.2 During the Probationary Period, a newly hired or rehired Employee may be discharged at the sole discretion of the Employer. During the Probationary Period, a promoted or reassigned regular full time Employee may be replaced in the Employee's previous position at the sole discretion of the Employer.
- 8.3 A reduction of the work force will be accomplished on the basis of seniority. Regular full time Employees shall be recalled from layoff on the basis of seniority. A qualified regular full time Employee on layoff shall have an opportunity to return to work within two (2) years of the time of his/her layoff before any new Employee is hired.
- 8.4 Senior regular full time Employees will be given preference with regard to transfer, job classification, assignments and promotions when the job-relevant qualifications of Employees are equal.
- 8.5 Two continuous vacation periods shall be selected on the basis of seniority until April 1 of each calendar year.

ARTICLE 9. DISCIPLINE

- 9.1 The Employer will discipline Employees for just cause only. Discipline will be in one or more of the following forms:

- a. oral reprimand;
- b. written reprimand;
- c. suspension;
- d. demotion; or,
- e. discharge.

- 9.2 Suspensions, demotions and discharges will be in written form.
- 9.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an Employee's personnel file shall be read and acknowledged by signature of the Employee. Employees and the Union will receive a copy of such reprimands and/or notices.
- 9.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 9.5 Employees will not be questioned concerning an investigation of disciplinary action unless the Employee has been given an opportunity to have a Union Steward present at such questioning.
- 9.6 Grievances relating to this Article shall be initiated by the Union in Step 3 of the grievance procedure under Article 6.

ARTICLE 10. CONSTITUTIONAL PROTECTION

Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitutions.

ARTICLE 11. WORK SCHEDULES

- 11.1 The normal work year for regular full time Employees is two thousand and eighty (2080) hours, to be accounted for by each Employee through:
 - a. hours worked on assigned shifts;
 - b. holidays;
 - c. assigned training; or,
 - d. authorized leave time.
- 11.2 Nothing contained in this or any other Article shall be interpreted to be a guarantee of the minimum or maximum number of hours the Employer may assign Employees.
- 11.3 Any change of an Employee's schedule made by the Employer with less than a 24-hour notice shall result in the payment at the rate of time and one half the Employee's base rate of pay for all hours worked during the scheduled change. Change in shifts initiated by the Employee, special detail, special projects, and other non-regular shifts do not qualify for this provision.

ARTICLE 12. OVERTIME

- 12.1 Employees will be compensated at one and one-half (1½) times the Employee's regular base pay rate for hours worked in excess of the Employee's regularly Scheduled Shift. Changes of shifts do not qualify an Employee for Overtime under this Article.
- 12.2 Overtime will be distributed as equally as practicable.
- 12.3 Overtime refused by Employees will, for record purposes under Article 12.2, be considered as unpaid Overtime worked.
- 12.4 For the purpose of computing Overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 12.5 Overtime will be calculated to the nearest fifteen (15) minutes.
- 12.6 Employees have the obligation to work Overtime or call backs as requested by the Employer unless unusual circumstances prevent the employee from so working. The minimum call back will be two hours.

ARTICLE 13. COURT TIME

A regular full time Employee who is required to appear in Court during the Employee's scheduled off-duty time shall receive a minimum of three (3) hours' pay at one and one-half (1½) times the Employee's base pay rate. An extension or early report to a regularly Scheduled Shift does not qualify the regular full time Employee for the three (3) hour minimum. An Employee who works a night shift shall receive a minimum of three (3) hours pay at two (2) times the Employee's base pay rate if the Employee is required to appear in court prior to 2:00 p.m. that same day. An Employee who works a power shift shall receive a minimum of three (3) hours pay at two (2) times the Employee's base pay rate if the Employee is required to appear in court prior to 10:00 a.m. that same day.

If court is cancelled with less than 24-hours' notice the regular full time Employee is eligible for a minimum payment of one and one-half hours (1 ½) of pay. Under no circumstances will the regular full time Employee be eligible to receive both the one and one-half hours (1 ½) court cancellation pay outlined in this paragraph and the three (3) hours' pay rate for court appearances as outlined in the preceding paragraph. The Employee maintains the ultimate responsibility for case schedule.

A regular, full-time Employee subpoenaed or scheduled to appear in court as the result of a law enforcement event relating to a previous law enforcement employer shall, upon twenty-four (24) hours' notice, be switched to an administrative shift for the period expected to attend court. The Employee shall return to his/her previous shift schedule upon conclusion of the court's requirements.

ARTICLE 14. INSURANCE

See Appendix A.

ARTICLE 15. STANDBY PAY

Regular full time Employees required by the Employer to standby shall be paid for such standby time at the rate of one-half (½) hours' pay for each hour on standby.

ARTICLE 16. UNIFORMS

Regular full time Employees will be credited with an annual uniform allowance account to be used on a voucher system basis.

The annual uniform allowance amount will be as follows:

New officers will receive equipment and uniforms from the department as identified in Appendix B.

Year 2 - No allowance (Year 2 begins on January 1 following the date of hire.) Employees hired in 2020 will receive a \$900.00 allowance for 2021.

Year 3 - \$900.00

Year 4 and 5 - \$750.00

Years 6 through 10 - \$700.00

Years 11 through 15 - \$650.00

Years 16 through 20 - \$600.00

Years 21 through 25 - \$550.00

Years 26 through Retirement - \$500.00

The city will work with the vendor to find an average annual percentage increase for the following benchmarked uniform items and increase the allowance as such:

Pant
Long Sleeve Shirt
Short Sleeve Shirt
Duty Boots

With receipts provided, Adult Detectives shall receive reimbursement of up to \$700.00 for the purchase of civilian dress clothes. Juvenile Detectives and Drug Task Force Detective shall follow the schedule above and may purchase civilian clothes, for reimbursement with receipts, or uniform items.

All items to be charged to the Employer by the regular full time Employee on the voucher system basis must receive prior approval of the Police Chief.

The amount charged shall not exceed the outstanding balance in the Employee's uniform allowance account.

Uniforms for regular full time Employees damaged beyond reasonable repair in the line of duty shall be replaced by the Employer, subject to reasonable depreciation calculated by the Employer.

An Employee who has submitted a notice either verbally or in writing to terminate employment shall no longer be allowed to purchase uniforms under this section and no reimbursement shall be made for any purchases after the verbal or written notification, whichever comes earlier, of intent to terminate has been received.

An Employee who fails to successfully complete field training shall return all equipment and uniforms purchased under this section to the Police Chief before leaving employment. Items not returned as required by this policy will be deducted from the Employee's last paycheck. All such deductions will be based on the purchase price of the equipment not returned.

Any new or additional items mandated by the city shall be purchased by the city. Any additional items desired by Employees, but not included in Appendix B, shall be purchased from the employee allowance.

The city will develop a Load Bearing Vest program and fund Load Bearing Vests and replacement.

ARTICLE 17. INJURY ON DUTY

Regular full time Employees injured during the performance of their duties for the Employer shall be paid the difference between the full time Employee's regular pay and worker's compensation insurance payments for a period not to exceed forty-five (45) working days per injury, not charged to the regular full time employee's vacation, sick leave or other accumulated leave time, for full shifts off work due to injury, in addition to any partial shifts off of work on the initial day of injury, and after ~~three-four~~ (34) working days initial waiting period per injury. The ~~three-four~~ (34) working day waiting period shall be charged to the regular full time Employee's sick leave account less worker's compensation insurance payments. Partial shifts off work due to injury will be counted by the quarter hour toward the forty-five (45) day IOD benefit.

A qualifying employee unable to return to work, certified so by a qualified physician, and injured as a result while actively policing or participating in approved training may request an extension of Injury on Duty Pay up to an additional forty-five (45) working days at the discretion of the of the city administrator or his/her designee. The employee may appeal, in writing, a denied request to the Elk River City Council whose decision is final and ungrieveable.

An approved extension will begin after an additional three (3) working days waiting period commencing after the original Injury on Duty period. The waiting period shall be charged to the regular full time Employee's sick leave account less worker's compensation insurance payments.

ARTICLE 18. SICK LEAVE

18.1 Regular full time Employees shall accrue at the rate of twelve (12) days of sick leave per year, with no maximum accrual limit.

Leave balances will be checked on the last pay day in October of each year.

If Employee is at or over 960 accrued sick hours, they will begin accruing leave at the rate of eight (8) days per year on the first pay day in November.

If Employee is under 960 accrued sick hours they will remain accruing at the rate of twelve (12) days per year.

When balances are checked on the last pay day in October the following year, Employees accruing at the eight (8) days per year rate shall have one-half (1/2) of the previous year's accrued hours paid into Employee's Post Employment Health Care Savings Plan and the remaining half will remain in Employee's sick leave bank. ie: If you begin the year at the 8-day accrual rate half of your year's accrual will be paid into your PEHCSP at the end of the year and the other half will remain in your bank.

If the balance is below 960 when checked the following year, Employee returns to the twelve (12) days per year accrual rate. Employees are not eligible for HCSP payment when accruing at the twelve (12) days per year rate and all unused accrued hours remain in their bank.

If the balance is at or above 960 when checked, they move to or remain in the eight (8) day per year accrual plan.

For the purpose of implementing this plan in 2021, the leave balances will be checked on the first pay day following the signing of this contract and the terms above will apply going forward, not retroactively to January 1, 2021.

- 18.2 A regular full time Employee shall notify the Employer before the start of the Scheduled Shift or as soon as possible thereafter of his/her inability to report for duty. The Employer may require of regular full time Employees proof of illness for any use of sick leave. In cases of extended illness, regular full time Employees shall notify the Employer of their status in regard to his/her return to duty weekly.

Eligible Employees may use sick time for the following reasons:

- a. Personal illness or injury or in order to attend medical appointments (i.e. doctors, dentists);
- b. To care for sick family members;
- c. To take family members to medical appointments (i.e., doctor, dentists);
- d. Reasonable period of time not to exceed 160 hours per year for illness or injury to the employee's family member; and,
- e. If the 160 hours identified in 18.2(d) above is exhausted, up to five (5) days in any calendar month to care for seriously ill family members who may not live with the employee. For purposes of this provision, "seriously ill" shall be determined at the sole discretion of the city administrator.

For the purpose of this section, family member is defined as the employee's stepchild, biological, adopted or foster child, adult children, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, and stepparent. Sick leave use for the employee's adult children, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, and stepparent is limited to 160 hours (combined) in a 12-month period. The 12 months begins on the first day the employee uses leave for this purpose. Stepchild, biological, adopted or foster child not subject to the 160 hours limit must be under 18 years of age or under 20 years of age if still attending secondary school.

18.3 An Employee resigning his/her employment with the City may be eligible for a cash out of unused sick leave if all of the following conditions are met:

1. The Employee must resign in good standing (Employee is not being terminated by the City); and
2. The Employee must provide proper written notice of his/her resignation at least fourteen (14) calendar days in advance and in accordance with the City Resignation Policy; and
3. The Employee must execute a release of claims.

Payment shall be based on the consecutive years of service completed by the Employee and his/her accrued sick leave balance.

An Employee terminating after completing five (5) years of consecutive service will receive payment as outlined below. Payment shall be at the current rate of pay when the resignation is submitted.

5-9 consecutive years of service	40% of up to 960 hours
10 or more consecutive years of service	50% of hours up to 960 hours

For Employees with 15 or more years of service and retiring at age 50 or older from regular, fulltime POST qualified police work:

15-19 consecutive years of service	60% of up to 960 hours
20-24 consecutive years of service	65% of up to 960 hours
25-29 consecutive years of service	70% of up to 960 hours
30-32 consecutive years of service	75% of up to 960 hours
33 or more consecutive years of service	80% of up to 960 hours

Fifty percent (50%) of the severance will be paid in accordance with the timeline outlined in the release of claims. The remaining severance will be paid approximately 90 days following termination provided the Employee does not return to active policing.

Any accumulated sick leave in excess of nine hundred sixty (960) hours is not eligible for payment under this policy. Employees may continue to accumulate sick leave in excess of nine hundred sixty (960) hours to be used in accordance with the Family Medical Leave Act.

18.4 In the event of an Employee death, payment of this benefit consistent with this Article may be approved by the city administrator if the Employee would have been eligible for cash payment under item 18.3.

ARTICLE 19. BEREAVEMENT LEAVE

Regular full-time and regular part-time Employees working a minimum of 1040 hours per year are permitted a paid Bereavement leave for the purpose of making arrangements, attending the funeral, caring for deceased's survivors, gathering with relatives, and/or to otherwise grieve the loss when a death occurs in their family. Bereavement leave is prorated for eligible regular part-time Employees according to the number of hours worked. Leave with pay is limited to the following:

Up to five (5) days Husband, Wife, Mother, Father, Son, Daughter, Brother, Sister, Stepmother, Stepfather, Stepson, Stepdaughter, Stepbrother, Stepsister

Up to three (3) days Son-In-Law, Daughter-In-Law, Mother-In-Law, Father-In-Law, Grandparent, Grandchild

One (1) day Employee's Aunt, Uncle, Cousin, Niece, Nephew, Sister-In-Law, Brother-In-Law, Godchild, Grandparents-In-Law

Days off shall be concurrent. If there is a need for days that are not concurrent, those days shall be arranged with your supervisor and approved by human resources or the city administrator.

Additional time off for bereavement leave may be granted and charged to vacation leave or Compensatory Time, if any.

Additional bereavement leave may be granted by the City Administrator at his/her discretion for extraordinary situations.

ARTICLE 20. VACATION

20.1 Vacation leave is accrued based on consecutive years of leave-eligible service. To determine an Employee's vacation accrual rate, years of service will include all continuous time the employee has worked for the City in a position that is eligible for paid leave (including authorized unpaid leave) or, for employees hired after January 1, 2023, as a fulltime peace officer in another organization.

Regular full time Employees shall accrue paid vacation leave based on the schedule below. Employees hired before December 31, 2022, may carry more than 240 hours of vacation leave during a year but may not carry more than 240 hours forward to the next calendar year.

Non-lateral hired Employees hired after January 1, 2023, shall accrue 120 working hours per year at the start of eligible employment through the completion of their ninth (9th) year. They may carry more than 120 hours of vacation leave during a year but may not carry more than their annual accrual amount forward to the next calendar year.

Employees with fewer than eight (8) years of service as of January 1, 2023, may receive the new accrual rate provided they accept and acknowledge the reduced annual carryover rate being equal to their annual accrual rate. The request and acknowledgement shall be in writing. Employees will have until February 25, 2023, to make this election. Vacation balances over their annual accrual rate must be used by December 31, 2023.

Length of Service

Accrual Rate

From start of employment through completion of the 5th year 88 working hours per year

Beginning of the 6th year through completion of the 7th year 112 working hours per year

Beginning of the 8 th year through completion of the 9 th year	120 working hours per year
Beginning of the 10 th year through completion of the 11 th year	128 working hours per year
Beginning of the 12 th year through completion of the 13 th year	136 working hours per year
Beginning of the 14 th year through completion of the 15 th year	144 working hours per year
Beginning of the 16 th year through completion of the 17 th year	152 working hours per year
Beginning of the 18 th year	160 working hours per year
Beginning of the 19 th year	168 working hours per year
Beginning of the 20 th year	176 working hours per year
Beginning of the 21 st year	184 working hours per year
Beginning of the 22 nd year through completion of the 24 th year	192 working hours per year
Beginning of the 25 th year and thereafter	200 working hours per year

Vacation leave requires supervisor approval. The city will make every effort to grant vacation time as requested but reserves the right to deny or approve vacation schedules.

20.2 40/40/40 Vacation Payout Option

An Employee may request a one-time per year payout for forty (40) hours of accumulated vacation in conjunction with taking forty (40) hours of vacation leave provided that after the reduction of the eighty (80) hours the Employee retains a minimum vacation balance of forty (40) hours. The irrevocable election to take the 40/40/40 option must be made by the end of the year prior to taking the vacation and the vacation hours taken must be consecutive. The vacation payout will be made the latter of when the Employee has earned forty (40) hours of vacation in the year or the pay period following the vacation taken.

20.3 Lateral Hires

Employees hired laterally from another department shall receive the following benefits in addition to the normal accrual outlined in this contract:

1. 96 hours of sick leave on day one
2. 120 hours of vacation leave on day one

Employees will not accrue additional vacation or sick time during their first year of employment. Unless approved at the time of hire, Employees shall not use vacation time until they have completed field training. At the beginning of the Employee's second year, they will be placed into the vacation plan at the years of service rate commensurate to the Employee's fulltime peace officer years of service.

If the Employee leaves employment with the City before the end of year one, vacation leave and sick leave will be prorated for the year. If the Employee has used more vacation

or sick leave than they would have earned, the over spent leave time will be paid back on Employee's final paycheck.

Employees hired before January 1, 2023, who had prior full-time peace officer experience may move to the vacation accrual step commensurate to their total years of full-time police officer experience provided they accept the reduced annual carry over amount of 200 hours. This irrevocable election shall be made in writing by February 25, 2023.

ARTICLE 21. HOLIDAYS

Regular full time Employees shall be entitled to eleven (1~~2~~) days pay or ~~eleven-twelve~~ (1~~2~~) days time off work with pay, at eight (8) hours per day, in lieu of holiday pay or designated holidays off work, on a pro-rated basis for each month or major fraction thereof worked with the Employer. Employees scheduled to work on the following holidays will receive an additional one-half (1/2) times pay for each hour worked:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	The day after Thanksgiving Day
<u>Juneteenth</u>	Christmas Eve Day
Independence Day	Christmas Day

Regular full time Employees who leave the employment of the Employer under honorable conditions shall be paid holiday time earned on a pro-rated basis for the months of service worked in that calendar year. Regular full time Employees leaving the employment of the Employer during a calendar year who have utilized more holiday time than would be earned on a pro-rated basis will be required to reimburse the Employer for time taken and not earned. Payment in lieu of holiday time off of work, or days off of work in lieu of holidays will be on the basis of straight time. Payment of unused holiday time shall be made by the Employer to Employees each calendar year between December 1st and December 15th.

~~If the city adds observed holidays to the non-union holidays for the duration of this contract- (1/1/23 to 12/31/25) those holidays will be added to this contract.~~

ARTICLE 22. DETECTIVE ON-CALL

Detectives shall be assigned on-call duty on a weekly basis by the Police Chief. Detectives will not be regularly scheduled to work the above referenced eleven (11) holidays and will receive eight (8) hours regular pay for each designated holiday.

Detectives assigned on-call duty by management at a time other than their weekly rotation shall be compensated one hour of compensatory time for each day on-call. Changes made between Employees do not qualify for the one hour compensatory time.

ARTICLE 23. FALSE ARREST INSURANCE

The Employer agrees to provide and pay the premiums due thereon for False Arrest Insurance to cover the Employees required to have this coverage.

ARTICLE 24. MILEAGE ALLOWANCE

The Employer agrees to reimburse any Employee required to use his/her own auto per the mileage allowance policy in effect for all city employees.

ARTICLE 25. COMPENSATORY TIME PROVISIONS

Regular full time Employees may be allowed to accumulate either Overtime worked at the rate provided for in Article 12 or Compensatory Time at the rate of one and one-half (1½) times the excess hours worked. Employees may use Compensatory Time off duty with pay, subject to prior approval of the Employer. Employees may cash out accrued but unused Compensatory Time during a regular pay period in the month of June of each year. The City Administrator may approve Compensatory Time to be cashed out during a regular pay period at other times during the year due to unforeseen, extenuating circumstances. Compensatory Time in excess of forty (40) hours accumulated but not used as time off with pay shall be paid by the Employer between December 1st and December 31st of each calendar year. Not more than forty (40) hours of Compensatory Time shall be carried from one calendar year to the next.

All hours reimbursed by a third party are not subject to the above Compensatory Time provisions. All hours paid to an Employee that are invoiced to or reimbursed by a third party will be paid to the Employee and shall not be banked as Compensatory Time. A third party is defined as any person or organization contracting formally or informally with the City for police services that is invoiced for or pays the City for such services. Services provided to ISD 728 for athletic and other customary events are not considered third party. ISD 728 events that are special or one-time events are considered third party. Hours charged to grants shall be dictated by the terms of the grant.

ARTICLE 26. WAGES

See Appendix A.

ARTICLE 27. WAGE INCENTIVE PROGRAM

See Appendix A.

ARTICLE 28. P.O.S.T. LICENSURE

See Appendix A.

ARTICLE 29. WAIVER

Any and all prior agreements, resolutions, policies, rules, and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded. The parties mutually acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing

in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment not specifically referred to or covered by this Agreement, even though such terms and/or conditions may have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

ARTICLE 30. DURATION

This Agreement shall be effective as of January 1, 2023~~6~~, and shall remain in full force and effect until December 31, 2025~~7~~.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ____ day of _____, 20~~20~~2026.

FOR THE CITY OF ELK RIVER _____ FOR LAW ENFORCEMENT LABOR SERVICES, INC.
LOCAL 231

John Dietz, Mayor Business Agent

~~Tina Allard, City~~ Jolene Richter, Deputy Clerk _____ Union Steward

APPENDIX A

A.1 Regular Full Time Police Officer/ Wage Rates - 1/1/~~23-26~~ – 12/31/~~25~~27

The wage rates listed below shall be used for purposes of calculating Overtime, holiday pay, incentive pay, and other items that rely on a base wage rate.

Regular Full Time Police Officer Wage Rates:

1/1/~~23-26~~ (2.75% general wage increase and 2.5% Market Adjustment)

Step 1	\$ <u>31.08</u> <u>36.46</u>
Step 2	<u>35.86</u> <u>42.08</u>
Step 3	<u>40.67</u> <u>47.72</u>
Step 4	<u>45.53</u> <u>53.42</u>

Employees move to the next step in the plan following twelve (12) months of continuous employment.

The Employer has discretion, when experience and qualifications indicate, to hire at any pay step deemed appropriate.

Pay steps shall increase based on the following:

June 1, ~~2023-2026~~ – Market adjustment to number ~~3-4~~ of peer city contracts applied in 0.25% increments not to exceed 12.5% retroactive to January 1, ~~2023~~2026.

The first day of the pay period that includes January 1, 20247 – 3% general wage increase and 1% Market Adjustment.

June 1, 20247 – Market adjustment to number ~~3-4~~ of peer city contracts applied in 0.25% increments not to exceed 22.5% retroactive ~~to~~ to the first day of the pay period that includes January 1, ~~2024~~2027.

~~January 1, 2025 – 3% general wage increase.~~

~~June 1, 2025 – Market adjustment to number 3 of peer city contracts applied in 0.25% increments not to exceed 2% retroactive to January 1, 2025.~~

A.2 Adult Detective, Juvenile Detective, Drug Task Force Detective

Compensation for individuals assigned to duties of the listed positions shall be at the rate of 4.5% above the base rate of pay.

A.3 Insurance Contribution

The Employer agrees to provide a combined payment of wage and insurance benefits to regular full time Employees. For computation of various benefits pursuant to this Agreement, Union Employees will participate in and receive the same insurance benefits as the City's non-union employees.

A.4 Post Employment Health Care Savings Plan

Effective following the signing of this contract, Employees shall contribute to the Post Employment Health Care Savings Plan in the following manner:

Beginning of employment through 5 years – 2% of Employee's hourly base wage

Years 6 through 10 – 2.5% of Employee's hourly base wage

Years 11 through 15 – 3% of Employee's hourly wage

Years 16 through 20 – 3.5% of Employee's hourly wage

Years 21 and beyond – 4% of Employee's hourly base wage

Employees will place 100% of their sick leave severance, as paid per item 18.3, into their Post Employment Health Care Savings Plan unless the Employee has opted out of the program which is approved due to a qualified exemption rule: this provision is irrevocable as set forth by law. Should an Employee choose this opt-out provision, it will be paid to the Employee as severance.

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

A.5 Canine Officer

Regular full time Employees assigned to the duties of the Canine Officer position shall use the last one-half (1/2) hour of the daily work shift for maintenance, grooming, feeding, kennel cleaning, and similar duties related to the general care and wellbeing of the dog. When not scheduled on a work shift, regular full time Employees assigned to the duties of the Canine Officer position shall be compensated for one-half (1/2) hour of overtime for care of the dog.

A.6 Specialty Pay

Employees assigned Field Training Officer duties shall be paid three (3) hours per day while performing FTO duties.

Employees assigned Firearms Instructor or Defensive Tactics Instructor shall be paid three (3) hours per day while performing as an instructor for more than four (4) hours. If performing these duties four (4) or fewer hours, they will receive 1.5 hours of additional pay.

Negotiators and SWAT members shall receive 2.5% above base rate when actively performing the role. This does not include training.

A.7 Wage Incentive Program

A Wage Incentive Program is offered to regular full time Employees who may participate in the program on a voluntary basis. An Employee will earn the following amounts provided that the Employee meets the established guidelines for all the identified categories.

After 1 year – Up to 1% of employee's wage on the last day of that year
After 4 years - Up to 3% of top patrol
After 8 years - Up to 5% of top patrol
After 12 years - Up to 7% of top patrol
After 16 years - Up to 9% of top patrol
After 20 years - Up to 10% of top patrol

Increases will be effective January 1 following the change in years of service.

A.8 P.O.S.T. Licensure

The Employer shall reimburse employees for the cost of P.O.S.T. License renewal.

A.9 Effective Date

This Agreement (all items contained in Appendix A) shall be effective as of January 1, ~~2023~~2026, and shall remain in full force and effect until December 31, ~~2025~~2027.

A.10 Shift Differential

Employees who work shift hours between 6:00 p.m. and 5:59 a.m. shall be paid a shift differential of 2.5% for each hour actually worked. Special detail, special projects, and other non-regular shifts do not qualify for shift differential.

A.11 Officer In Charge

Officers acting in a lead officer role shall be paid an Officer In Charge differential of \$1.30 for each hour worked in the lead officer role.

A.12 MN Paid Leave

The union will follow the December 2025 Personnel Policy Manual language which will be grandfathered in the case of subsequent policy changes.

APPENDIX B

Required Uniform List

Uniforms		
Item	Description	Quantity
Pant	Class B	5
Shirts (LS)	Class B	5
Shirts (SS)	Class B	5
Winter coat	Cold Weather	1
Soft shell coat	Spring/Fall	1
Winter Gloves	Insulated	1
Duty Boots	Black Leather	1
Shirt(LS)	Class A	1
Pant	Class A	1
Tie	Class A	1
Shoes	Class A	1
Hat	Class A	1
Rain coat	High Visibility	1
Pant	Class C	1
Polo (LS)	Class C	1
Polo (SS)	Class C	1
Undershirt (LS)	Cold Weather	1
Name plate	Class A	1
Equipment		
Duty Belt	Outer	1
Duty Belt	Inner	1
Flashlight	Duty	1
Flashlight holder	Duty	1
Baton ASP 21"	Duty	1
Baton case	Duty	1
Glove holder (medical)	Duty	1
Hush key holder	Duty	1
Squad bag		1
Traffic vest	High Visibility	1
Radio holder	Duty	1
Handcuffs	Duty	1
Handcuff holder	Duty	1
Clipboard		1



Request for Action

To
City Council

Item Number
4.4

Meeting Date
March 2, 2026

Prepared By
Cal Portner, City Administrator

Item Description
Yale Street Sanitary Sewer Backup Depreciation
Claims, Resolution 26-17

Reviewed by
Justin Femrite
Cal Portner
Jolene Richter

Action Requested

Approve, by Resolution 26-17, payment for depreciated property loss claims as a result of a sanitary sewer lift station failure along Yale Street NW.

Background/Discussion

On July 18, 2025, the TH 169 sanitary sewer lift station failed, causing a sewer backup into eight homes along Yale Street NW in Elk River. Upon discovery and correction, wastewater staff contacted each of the property owners and directed them to our property/casualty insurer to file claims.

The Council met with many of the homeowners on August 20, 2025, and heard their concerns regarding the claim submittal process and repair/replacement at actual cost value. Of the eight property owners, one did not file a claim for loss with the city insurer, League of Minnesota Cities Insurance Trust (LCMIT). Three property owners had sewer backup coverage on their homeowner's insurance and had cleanup/repairs completed at full replacement value. Four property owners did not have additional coverage and had replacement/repairs at actual cash value, which included depreciated claims between \$989.00 and \$13,255.00.

On January 20, 2026, following the closeout of each of the claims and the release of claim waivers completed with the LMCIT, the Council discussed bringing the four property owners without additional coverage to full replacement value. The consensus was to do so.

Financial Impact

The total depreciated claim amounts to \$19,240.94, which will be paid through the Wastewater Fund.

Mission/Policy/Goal

Elk River Mission Statement.

Attachments

1. Yale Street Depreciation Claims Resolution 26-17
2. Release of Claims Notarized Helle
3. Release of Claims Notarized Stueber

The Elk River Vision

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

4. Release of Claims Notarized Sawdy
5. Release of Claims Notarized Saba



**City of Elk River
City Council**

Resolution 26-17

**A Resolution of the City Council of the City of Elk River Authorizing
Payment for Depreciated Property Loss Claims**

WHEREAS, on July 18, 2025, the TH 169 sanitary sewer lift station failed, causing a sewer backup in several homes along Yale Street NW in Elk River; and

WHEREAS, the Council met with homeowners: Matt Stueber, 17107 Yale St NW; Steven & Brenda Helle 17131 Yale St NW; Penny Sawdy, 17139 Yale St NW; and Ken & Beatrice Saba, 17147 Yale St NW on August 20, 2025, regarding the claim submittal process; and

WHEREAS, on January 20, 2026, the Council directed staff to reimburse the four affected households for their claim depreciation.

WHEREAS, The city has received a release of claims and will reimburse the following property owners for the depreciation on their property claims found by the League of Minnesota Cities Insurance Trust:

Matt Stueber - \$989.00
Steven & Brenda Helle - \$13,255.00
Penny Sawdy - \$1,630.94
Ken & Batrice Saba - \$3,366.00

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows: The total depreciated claim amounts to \$19,240.94, which will be paid through the Wastewater Fund.

Passed and adopted this 2nd day of March 2026.

John J. Dietz, Mayor

ATTEST:

Jolene Richter, Deputy Clerk

FULL AND FINAL RELEASE OF CLAIMS

IN CONSIDERATION of the payment of thirteen thousand, two hundred and fifty five dollars (\$13,255.00), the receipt and sufficiency of which is hereby acknowledged, **Steven & Brenda Helle**, residing at **17131 Yale St. NW, Elk River, MN 55330** ("Subject Property"), do hereby release and forever discharge the City of Elk River ("City"), from any and all claims, demands, actions, causes of action, obligations, liabilities, expenses, costs, attorneys' fees, proceedings and judgments, both known and unknown, fixed or contingent, liquidated or unliquidated, direct or derivative and of whatsoever kind, nature and description under any state or federal law or laws or of the common law from the beginning of time to the date hereof, which **Steven & Brenda Helle** ever had or now have against the City, including claims arising out of a sewer backup that occurred on Yale Street on or about July 18, 2025, and affected the Subject Property.

IT IS FURTHER AGREED AND UNDERSTOOD that this payment is not to be construed as an admission of liability and is a compromise of a disputed claim.

This Release contains the ENTIRE AGREEMENT between the parties hereto and the terms of this Release are contractual and not a mere recital.

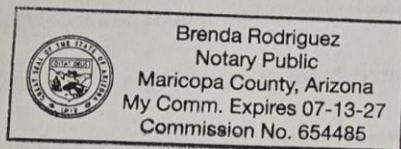
*[Remainder of page intentionally left blank.
Signature pages follow.]*

Dated: 2-20-26

Brenda Helle
Brenda Helle

STATE OF ^{Arizona} MINNESOTA)
COUNTY OF ^{Maricopa} SHERBURNE) ss. BK

The foregoing instrument was acknowledged before me this 20th day of Feb, 2026, by Brenda Helle.



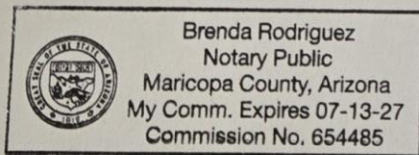
[Signature]
Notary Public

Dated: 2-20-26

Steven Helle
Steven Helle

STATE OF ^{Arizona} MINNESOTA) BK
COUNTY OF ^{Maricopa} SHERBURNE) ss. BK

The foregoing instrument was acknowledged before me this 20th day of Feb, 2026, by Steven Helle.



[Signature]
Notary Public

FULL AND FINAL RELEASE OF CLAIMS

IN CONSIDERATION of the payment of nine hundred and eighty-nine dollars (\$989.00), the receipt and sufficiency of which is hereby acknowledged, **Matt Stueber**, residing at **17107 Yale St. NW, Elk River, MN 55330** ("Subject Property"), do hereby release and forever discharge the City of Elk River ("City"), from any and all claims, demands, actions, causes of action, obligations, liabilities, expenses, costs, attorneys' fees, proceedings and judgments, both known and unknown, fixed or contingent, liquidated or unliquidated, direct or derivative and of whatsoever kind, nature and description under any state or federal law or laws or of the common law from the beginning of time to the date hereof, which **Matt Stueber** ever had or now have against the City, including claims arising out of a sewer backup that occurred on Yale Street on or about July 18, 2025, and affected the Subject Property.

IT IS FURTHER AGREED AND UNDERSTOOD that this payment is not to be construed as an admission of liability and is a compromise of a disputed claim.

This Release contains the ENTIRE AGREEMENT between the parties hereto and the terms of this Release are contractual and not a mere recital.

*[Remainder of page intentionally left blank.
Signature pages follow.]*

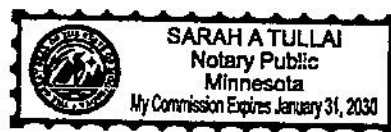
Dated: 2-20-26

Matt Stueber
Matt Stueber

STATE OF MINNESOTA)
)ss.
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this 20th day of February, 2026, by Matt Stueber.

Sarah A. Tullai
Notary Public



FULL AND FINAL RELEASE OF CLAIMS

IN CONSIDERATION of the payment of one thousand, six hundred thirty dollars and ninety-four cents (\$1630.94), the receipt and sufficiency of which is hereby acknowledged, **Penny Sawdy**, residing at **17139 Yale St. NW, Elk River, MN 55330** (“Subject Property”), do hereby release and forever discharge the City of Elk River (“City”), from any and all claims, demands, actions, causes of action, obligations, liabilities, expenses, costs, attorneys’ fees, proceedings and judgments, both known and unknown, fixed or contingent, liquidated or unliquidated, direct or derivative and of whatsoever kind, nature and description under any state or federal law or laws or of the common law from the beginning of time to the date hereof, which **Penny Sawdy** ever had or now have against the City, including claims arising out of a sewer backup that occurred on Yale Street on or about July 18, 2025, and affected the Subject Property.

IT IS FURTHER AGREED AND UNDERSTOOD that this payment is not to be construed as an admission of liability and is a compromise of a disputed claim.

This Release contains the ENTIRE AGREEMENT between the parties hereto and the terms of this Release are contractual and not a mere recital.

*[Remainder of page intentionally left blank.
Signature pages follow.]*

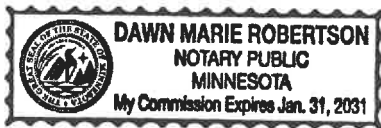
Dated: 2-23-2026

Penny Sawdy
Penny Sawdy

STATE OF MINNESOTA)
)ss.
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this 23rd day of February, 2026, by Penny Sawdy.

Dawn Robertson
Notary Public



FULL AND FINAL RELEASE OF CLAIMS

IN CONSIDERATION of the payment of three thousand, three hundred sixty six dollars (\$3,366.00), the receipt and sufficiency of which is hereby acknowledged, **Ken & Beatrice Saba**, residing at **17147 Yale St. NW, Elk River, MN 55330** (“Subject Property”), do hereby release and forever discharge the City of Elk River (“City”), from any and all claims, demands, actions, causes of action, obligations, liabilities, expenses, costs, attorneys’ fees, proceedings and judgments, both known and unknown, fixed or contingent, liquidated or unliquidated, direct or derivative and of whatsoever kind, nature and description under any state or federal law or laws or of the common law from the beginning of time to the date hereof, which **Ken & Beatrice Saba** ever had or now have against the City, including claims arising out of a sewer backup that occurred on Yale Street on or about July 18, 2025, and affected the Subject Property.

IT IS FURTHER AGREED AND UNDERSTOOD that this payment is not to be construed as an admission of liability and is a compromise of a disputed claim.

This Release contains the ENTIRE AGREEMENT between the parties hereto and the terms of this Release are contractual and not a mere recital.

*[Remainder of page intentionally left blank.
Signature pages follow.]*

Dated: 2/24/26

Beatrice Saba
Beatrice Saba

STATE OF Arizona)
~~MINNESOTA~~)ss.
COUNTY OF MoHAVE)
~~SHERBURNE~~)

The foregoing instrument was acknowledged before me this 24th day of February, 2026, by Beatrice Saba.

Kathleen Lufkin
Notary Public



Dated: 2/24/26

Ken Saba
Ken Saba

STATE OF Arizona)
~~MINNESOTA~~)ss.
COUNTY OF MoHAVE)
~~SHERBURNE~~)

The foregoing instrument was acknowledged before me this 24th day of February, 2026, by Ken Saba.

Kathleen Lufkin
Notary Public





Request for Action

To
City Council

Item Number
4.5

Meeting Date
March 2, 2026

Prepared By
Brent O'Neil, Economic Development Director

Item Description
Resolutions 26-13 and 26-14 Amending Purchase Agreements Related to Coborn's Land Acquisition

Reviewed by
Cal Portner

Action Requested

Approve, by motion, Resolutions 26-13 and 26-14 modifying the legal description and date of closing for the purchase of land from Coborn's.

Background/Discussion

The city executed land purchase agreements with Coborn's Inc. and Coborn's Land Company on October 22, 2025, with closing to occur on or before March 6, 2026. The purchase entailed two parcels, one for Lot 2, Block 2, Hillside Crossing, and the other for a portion of Lot 1, Block 2, Hillside Crossing. The portion to be divided from Lot 1 was described by a vague depiction and has since been surveyed. A true and accurate legal description has now been provided for that additional area. The amendment with Coborn's Inc incorporates the legal description into the agreement and ensures the deeds can be prepared properly.

Additionally, there are existing encumbrances on the property to be resolved before closing, including a mortgage release and addressing existing easements on the property.

To allow sufficient time to resolve these, this amendment extends the closing to April 8, 2026. This timing does not affect projected construction timelines.

Financial Impact
N/A

Mission/Policy/Goal
Meet changing needs - agile.

Attachments

1. Resolution 26-13 Amendment to Coborn Realty Co. Agreement
2. Amendment to Purchase Agreement - Coborn Realty Co.
3. Resolution 26-14 Amendment to Coborn's Inc. Agreement
4. Amendment to Purchase Agreement - Coborn's Inc.

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





**City of Elk River
City Council**

Resolution 26-13

A Resolution of the City Council of the City of Elk River Amending a Real Estate Purchase Agreement between the City of Elk River and Coborn Realty Company, LP

WHEREAS, the City entered into a land purchase agreement with Coborn's, Inc. on October 22, 2025, to purchase real property, with closing to occur by March 6, 2026.

WHEREAS, the City and Coborn Realty Company desire to extend the date of closing to April 8, 2026.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows: This Amendment to the Purchase Agreement is hereby approved.

Passed and adopted this 2nd day of March 2026.

John J. Dietz, Mayor

ATTEST:

Jolene Richter, Deputy Clerk

**AMENDMENT TO
VACANT LAND PURCHASE AGREEMENT**

THIS AMENDMENT TO VACANT LAND PURCHASE AGREEMENT is dated as of March __, 2026 (“Amendment”), between **CITY OF ELK RIVER**, a Minnesota municipal corporation (“**Purchaser**”) and the **COBORN REALTY COMPANY, LP** a Minnesota limited partnership (“**Seller**”).

RECITALS

WHEREAS, Seller and Purchaser entered into a purchase agreement dated October 22, 2025, (“Purchase Agreement”) for the conveyance of Lot 2, Block 2, Hillside Crossing, according to the recorded plat thereof, Sherburn County, Minnesota (“Seller’s Parcel”).

WHEREAS, the parties desire to extend the date of closing date.

NOW, THEREFORE, in consideration of the covenants and undertakings contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser and Seller agree as follows:

1. Incorporated. The above Recitals are hereby incorporated as a material part of this Amendment with the same force and effect as if restated in full in this Paragraph.

2. Amendment to Paragraph 10. Paragraph 10 of the Purchase Agreement is amended to read as follows:

10. Closing. The closing hereof shall take place on or before April 8, 2026 and simultaneously with the closing on the Additional Property (the “**Closing**” or “**Date of Closing**”). The Closing shall take place at the offices of the Title Company as an escrow closing, unless otherwise agreed by the parties in writing. At Closing, Seller and Purchaser shall disclose their Social Security Numbers or Federal Tax Identification Numbers for the purpose of completing state and federal tax forms.

7. Except as provided herein, all terms and provisions of the Purchase Agreement shall remain in full force and effect.

Seller and Purchaser have executed this Amendment as of the date first written above.

(Remainder of page intentionally left blank)
(Signature pages to follow)

PURCHASER:

CITY OF ELK RIVER

BY: _____
John J. Dietz, Mayor

AND: _____
Jolene Richter, Deputy City Clerk

SELLER:

COBORN’S, INCORPORATED

By: _____
Print Name: _____
Its: _____



**City of Elk River
City Council**

Resolution 26-14

A Resolution of the City Council of the City of Elk River Amending a Real Estate Purchase Agreement between the City of Elk River and Coborn's, Incorporated.

WHEREAS, the City entered into a land purchase agreement with Coborn's, Inc. on October 22, 2025, to purchase real property, with closing to occur by March 6, 2026.

WHEREAS, the City and Coborn's desire to extend the date of closing to April 8, 2026.

WHEREAS, the City and Coborn's desire to modify the agreement by inserting a new legal description of the property to be acquired by the City.

WHEREAS, the City and Coborn's desire to further incorporate other terms regarding existing encumbrances into the agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows: This Amendment to the Purchase Agreement is hereby approved.

Passed and adopted this 2nd day of March 2026.

John J. Dietz, Mayor

ATTEST:

Jolene Richter, Deputy Clerk

**AMENDMENT TO
REAL ESTATE PURCHASE AGREEMENT**

THIS AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT is dated as of March __, 2026 (“Amendment”), between **CITY OF ELK RIVER**, a Minnesota municipal corporation (“**Purchaser**”) and the **COBORN’S, INCORPORATED** a Minnesota corporation (“**Seller**”).

RECITALS

WHEREAS, Seller and Purchaser entered into a purchase agreement dated October 22, 2025, (“Purchase Agreement”) for the conveyance of a portion of Lot 1, Block 2, Hillside Crossing, according to the recorded plat thereof, Sherburne County, Minnesota (“Seller’s Parcel”).

WHEREAS, the parties desire to (i) further define the legal description of the portion of the Seller’s Parcel to be conveyed to the Purchaser; (ii) provide for additional contingencies; (iii) correct the notice requirements; and (iv) and extend the date of closing.

NOW, THEREFORE, in consideration of the covenants and undertakings contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser and Seller agree as follows:

1. Incorporated. The above Recitals are hereby incorporated as a material part of this Amendment with the same force and effect as if restated in full in this Paragraph.

2. Amendment to Paragraph 1. Paragraph 1 of the Purchase Agreement is amended to read as follows:

1. **Property**. Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase the property legally described in Exhibit A attached hereto (“Property”) upon the terms and conditions hereinafter set forth.

3. Amendment to Paragraph 8. Paragraph 8 of the Purchase Agreement is amended to add subparagraphs (g) and (h) to read as follows:

(g) Seller, Purchaser and the property owner of PID 75-00566-0230 terminating or amending and restating the Cross Parking Easement Agreement dated October 26, 1994 and filed November 10, 1994 as Document Number 302436 in the Sherburne County Recorder’s Office in a form acceptable to all parties.

(h) Seller, Purchaser and the property owner of PID 75-00566-0230 amending and restating the Roadway Easement Agreement dated October 26, 1994 and filed November 10, 1994 as Document Number 302437, as amended by Amendment to

Roadway Easement Agreement dated June 2001, filed August 29, 2001 as Document Number 445452 in the Sherburne County Recorder's Office in a form acceptable to all parties.

4. Amendment to Paragraph 9. Paragraph 9 of the Purchase Agreement is amended to read as follows:

9. Closing. The closing hereof shall take place on or before April 8, 2026 and simultaneously with the closing on the Acquisition Parcel (the "**Closing**" or "**Date of Closing**"). The Closing shall take place at the offices of the Title Company as an escrow closing, unless otherwise agreed by the parties in writing. At Closing, Seller and Purchaser shall disclose their Social Security Numbers or Federal Tax Identification Numbers for the purpose of completing state and federal tax forms.

5. Amendment to Paragraph 17(c). The notice provision for Seller in Paragraph 17(c) is hereby amended to read as follows:

Seller: Coborn's Incorporated

6. All References in the Purchase Agreement to Property shall refer to the legal description provided in Exhibit A attached hereto.

7. Except as provided herein, all terms and provisions of the Purchase Agreement shall remain in full force and effect.

Seller and Purchaser have executed this Amendment as of the date first written above.

(Remainder of page intentionally left blank)
(Signature pages to follow)

PURCHASER:

CITY OF ELK RIVER

BY: _____
John J. Dietz, Mayor

AND: _____
Jolene Richter, Deputy City Clerk

SELLER:

COBORN’S, INCORPORATED

By: _____
Print Name: _____
Its: _____

EXHIBIT A

The South 64.00 feet of Lot 1, Block 2, HILLSIDE CROSSING lying between the Northerly extension of the West line of said Lot 2 and the East line of said Lot 1, Sherburne County, Minnesota



Request for Action

To
City Council

Item Number
4.6

Meeting Date
March 2, 2026

Prepared By
Mark Dickinson, Fire Chief

Item Description
ECT Agreement 26-08

Reviewed by
Mark Dickinson
Cal Portner
Jolene Richter

Action Requested

Approve, by motion, Agreement 26-08 with ISD 728 for the continued use of the School District's Educational Training Center (ETC) building for public safety training purposes.

Background/Discussion

In 2004, the City of Elk River entered into an agreement with ISD 728 for the use of the ECT building for the city's public safety departments to use for training. The school district would like to extend the agreement until either party has no further use for the building. The only change in the contract will include the City of Elk River taking responsibility for the utilities.

Financial Impact
N/A

Mission/Policy/Goal

This meets the City of Elk River's mission statement to "foster a sustainable and prosperous community through collaboration between city officials and residents.

Attachments

- I. ECT Agreement 1.27.26

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Facility Use Agreement

This Facility Use Agreement ("Agreement") is made and entered into by and between Independent School District 728, hereinafter referred to as "ISD 728", and The City of Elk River, hereinafter referred to as "the City", collectively referred to as the "Parties".

Purpose of Agreement

ISD 728 agrees to permit the City to use the Educational Technology Center (ETC) Building owned by ISD 728, and the City agrees to use said facilities, subject to the terms and conditions of this Agreement.

Facilities

The facilities subject to this Agreement are located at 1230 School Street NW Elk River, MN 55330, and are further described in Exhibit A attached hereto and incorporated herein by reference.

Permitted Use

The City desires to use the ETC Building for Fire and Law Enforcement training space. The parties agree that any use outside of this purpose would require the prior approval from ISD 728.

Term

This Agreement shall commence on February 1, 2026 and shall continue until terminated by either Party in accordance with the terms herein.

Costs

Utilities: City of Elk River will be responsible for the utilities and will be billed by the bi-annually.

Keys: The City will be responsible for rekeying the facility and will provide a copy of the key to ISD 728 on the completion of this agreement.

Insurance: The City shall maintain property & liability insurance coverage to cover bodily injury and property damage.

Indemnification

The City agrees to indemnify, defend, and hold harmless ISD 728, its officers, agents, and employees from and against any and all claims, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or related to the City's use of the facilities.

Compliance with Laws

The City and ISD 728 agree to comply with all applicable laws, rules, regulations, and ordinances in connection with its use of the facilities. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflicts of law principles.

Termination

Either Party may terminate this Agreement upon written notice to the other Party at any time.

Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Signatures

The City of Elk River

By: _____

Name: _____

Title: _____

Date: _____

Independent School District 728

By: _____

Name: _____

Title: _____

Date: _____

By: _____

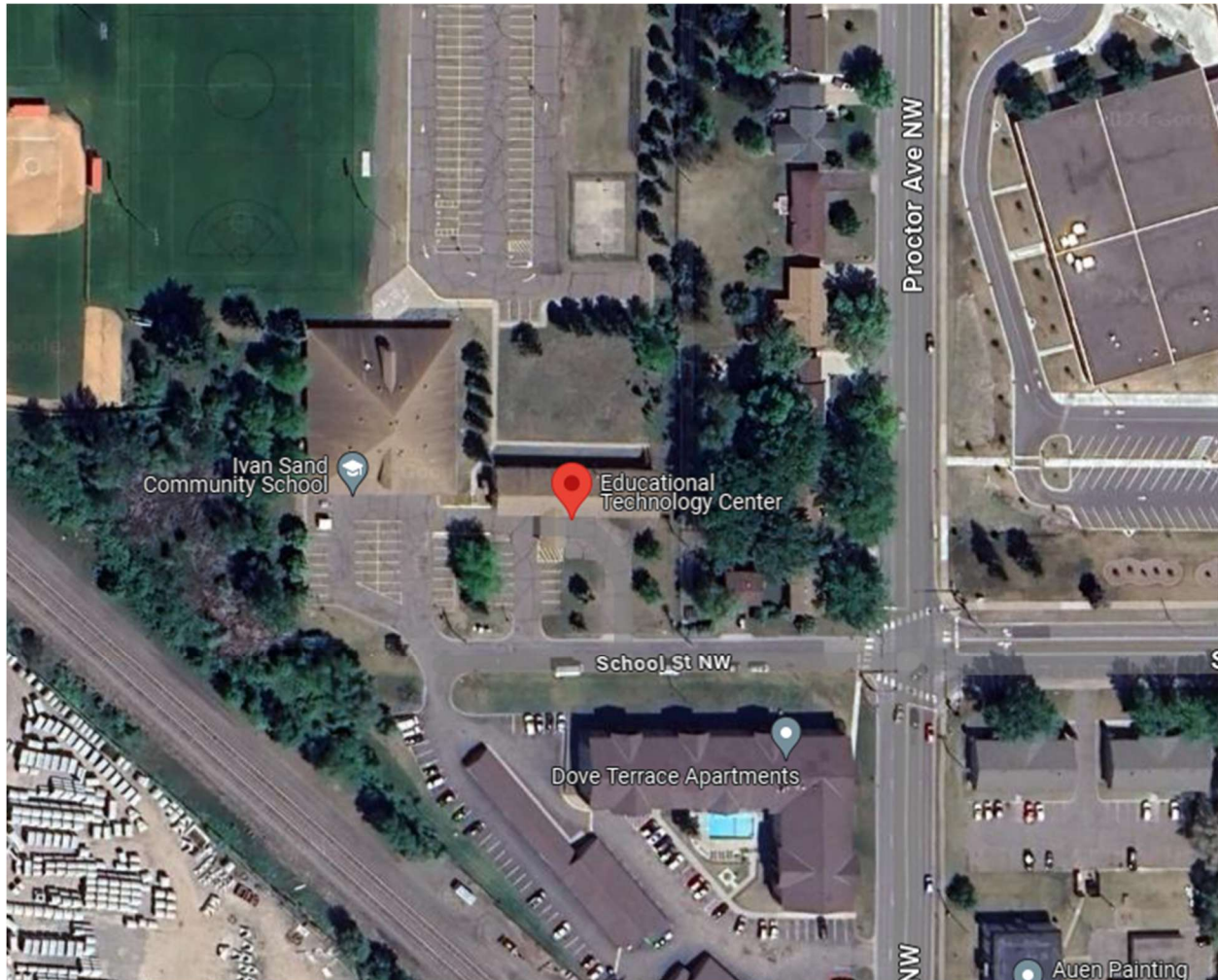
Name: _____

Title: _____

Date: _____

Exhibit A: Description of Facilities

The Educational Technology Center (ETC) building is located at 1230 School Street NW Elk River, MN 55330.





Request for Action

To
City Council

Item Number
4.7

Meeting Date
March 2, 2026

Prepared By
Lauren Wipper, Human Resources Manager

Item Description
Hire Food and Beverage Supervisor/Lead Cook

Reviewed by
Cal Portner
Jolene Richter

Action Requested

Approve, by motion, the hiring of Ahmed Whittaker for the position of food and beverage supervisor/lead cook, effective March 3, 2026.

Background/Discussion

We went to market to fill this position, received 34 applications, and interviewed eight candidates. Following second interviews and reference and background checks, we recommend Ahmed Whittaker for the position.

Mr. Whittaker started his career in 2006 at Redstone as a sous chef. He worked his way up through Redstone eventually becoming the VP of Culinary and Operations in 2024 leaving only because he wanted to stay close to home.

Mr. Whittaker will start at step A of pay grade 8E. All pay and benefits will be consistent with city policy.

Financial Impact

This is a budgeted position.

Mission/Policy/Goal

The Elk River Mission Statement.

Attachments

None

The Elk River Vision

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Request for Action

To
City Council

Item Number
4.8

Meeting Date
March 2, 2026

Prepared By
Lauren Wipper, Human Resources Manager

Item Description
Hire Deputy Chief of Training

Reviewed by
Cal Portner
Jolene Richter

Action Requested

Approve, by motion, the hiring of John Kreuser for the position of Deputy Chief of Training for the city's fire department.

Background/Discussion

We went to market to fill this position and received 14 applications. Six candidates were invited for interviews. Following interviews, reference and background checks, and medical and leadership assessments, we recommend John Kreuser for the position.

Mr. Kreuser has worked in the fire industry for 20+ years. He is a firefighter and EMT on the Zimmerman fire department and is the State Emergency Response Teams Coordinator for hazmat calls.

Mr. Kreuser will start at step C of pay grade 6E. All other pay and benefits will be consistent with city policy. He anticipates starting work in mid-March.

Financial Impact

This is a budgeted position.

Mission/Policy/Goal

The Elk River Mission Statement.

Attachments

None

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Request for Action

To
City Council

Item Number
6.1

Meeting Date
March 2, 2026

Prepared By
Cal Portner, City Administrator

Item Description
City and County Prosecutor Annual Update

Reviewed by
Cal Portner
Jolene Richter

Action Requested
Receive Information

Background/Discussion

Each year, the city prosecutor and county attorney provide an overview of the previous year's prosecutorial activities and provide information regarding new programs and/or trends.

Financial Impact
N/A

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

Attachments
I. 2025 Elk River Presentation Packet

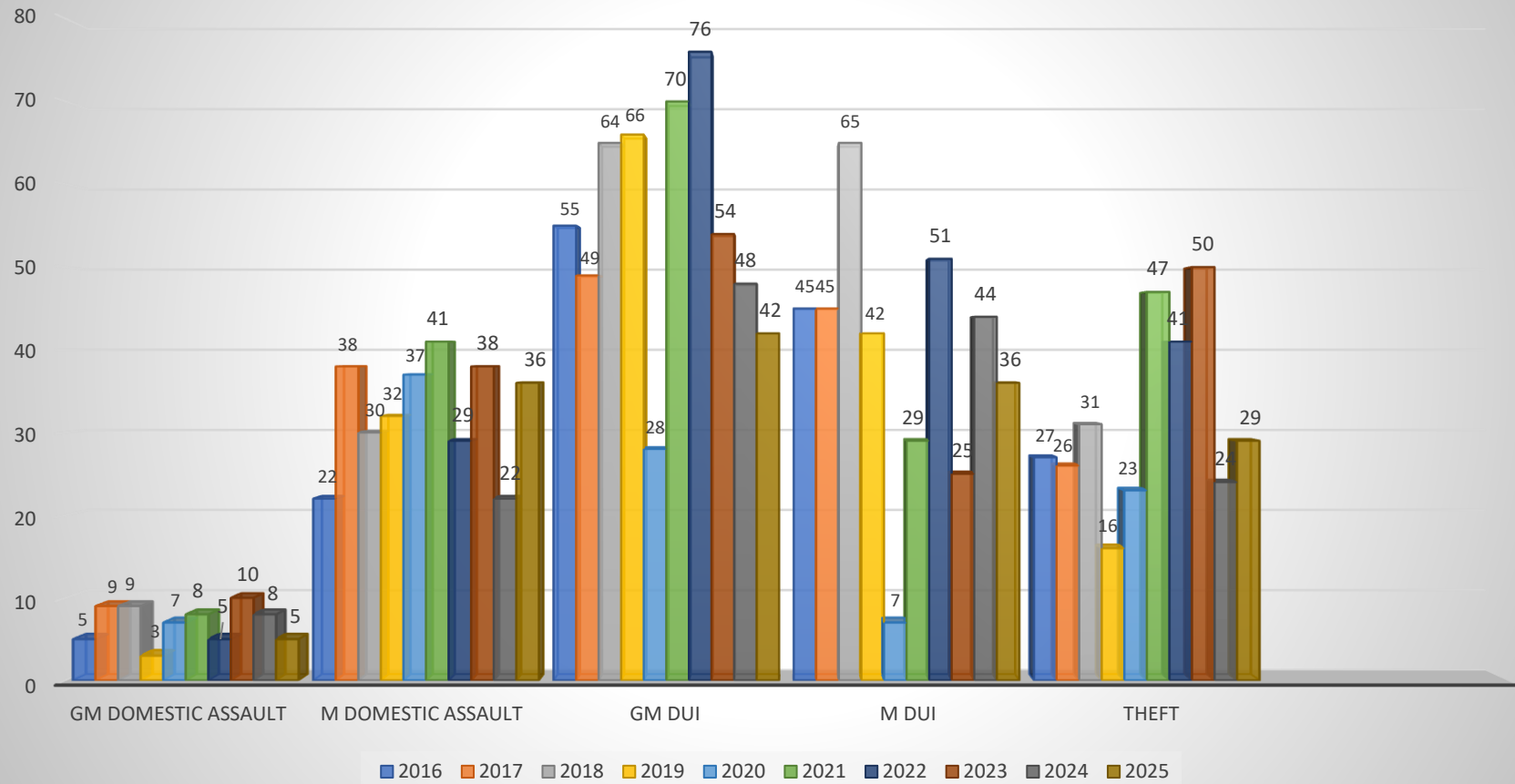
The Elk River Vision

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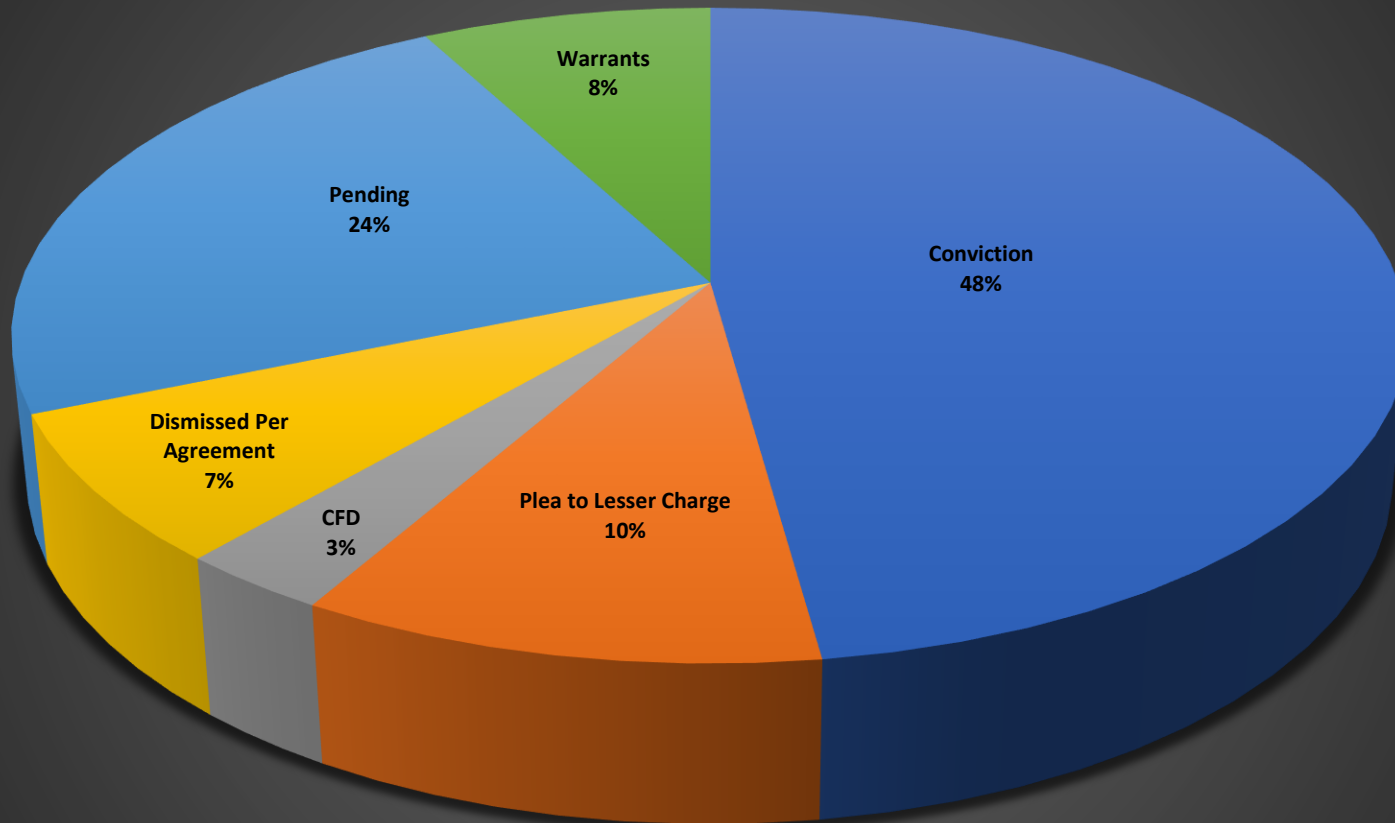
ELK RIVER CRIMINAL DISPOSITION STATISTICS 2025

PRESENTED BY:
BERGLUND, BAUMGARTNER & GLASER, LLC
MARCH 2, 2026

OFFENSE COMPARISON BY YEAR



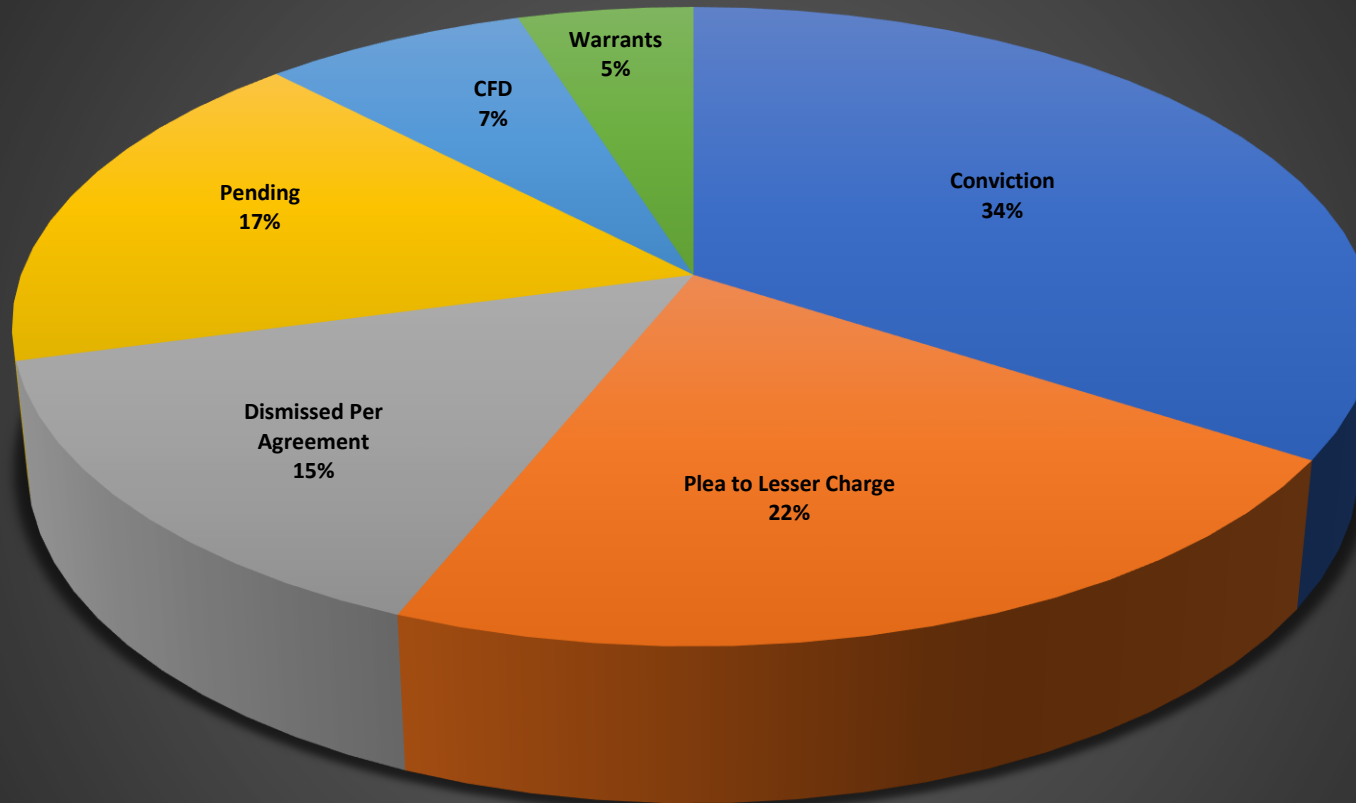
DISPOSITION CHART - ALL CASES



Total = 228

■ Conviction ■ Plea to Lesser Charge ■ CFD ■ Dismissed Per Agreement ■ Pending ■ Warrants

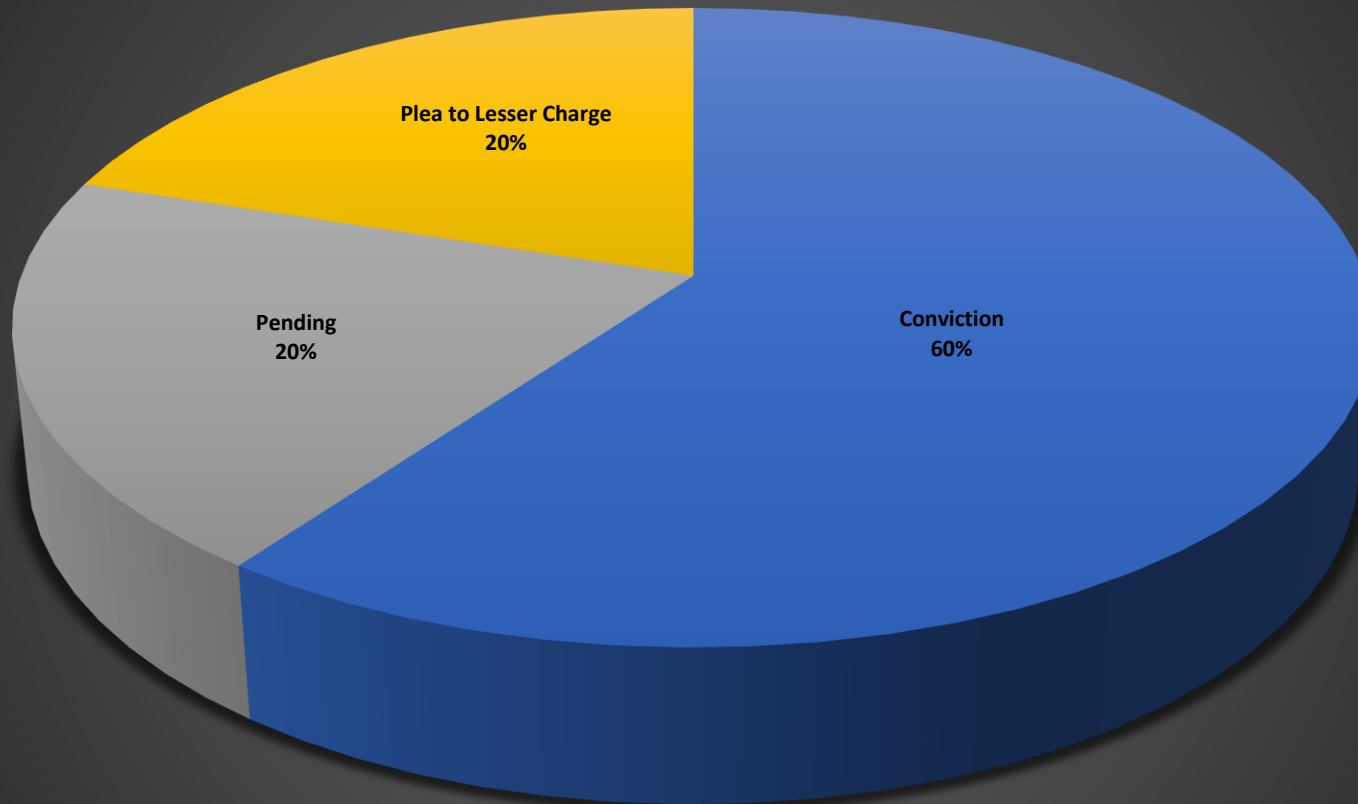
DISPOSITION CHART - ALL DOMESTIC ASSAULT CASES



Total = 41

■ Conviction ■ Plea to Lesser Charge ■ Dismissed Per Agreement ■ Pending ■ CFD ■ Warrants

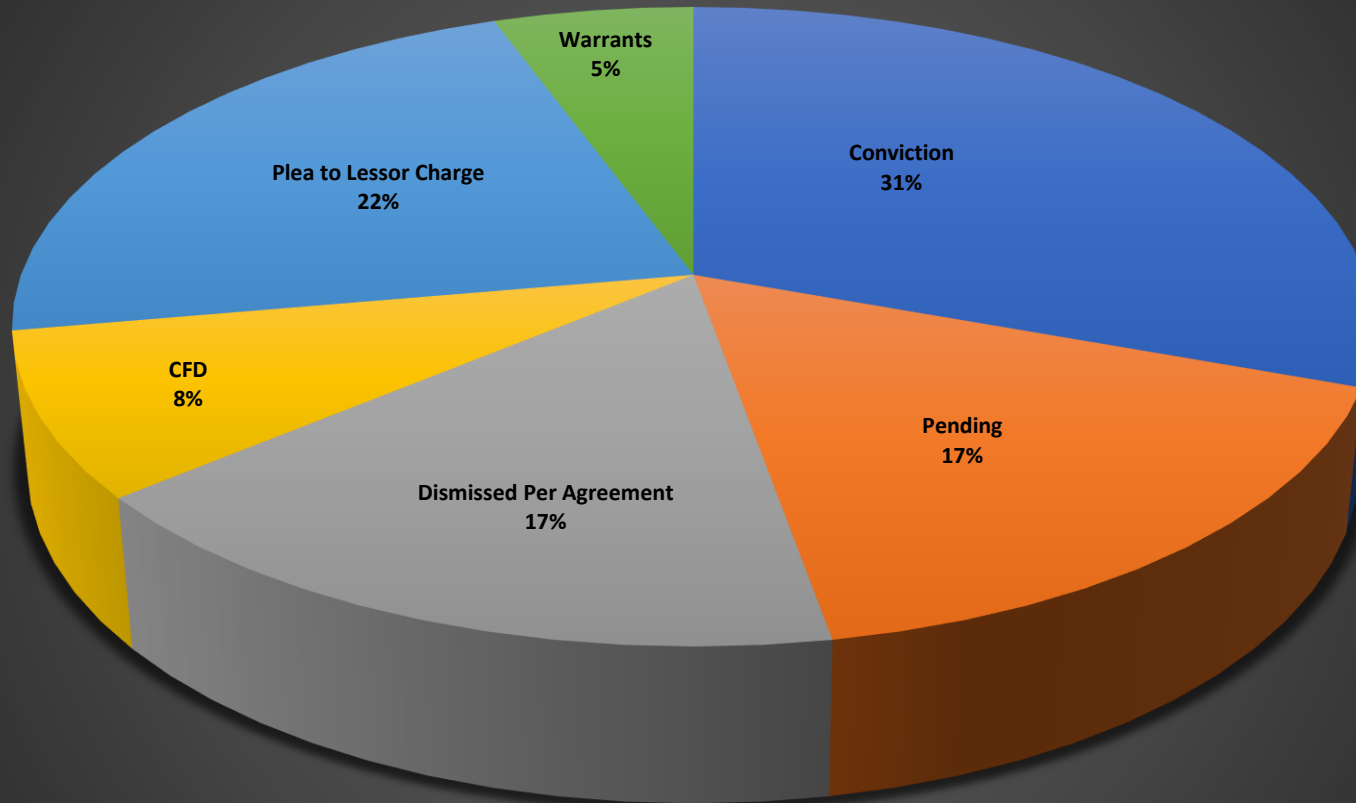
DISPOSITION CHART - GM DOMESTIC ASSAULTS



Total = 5

■ Conviction ■ Pending ■ Plea to Lesser Charge

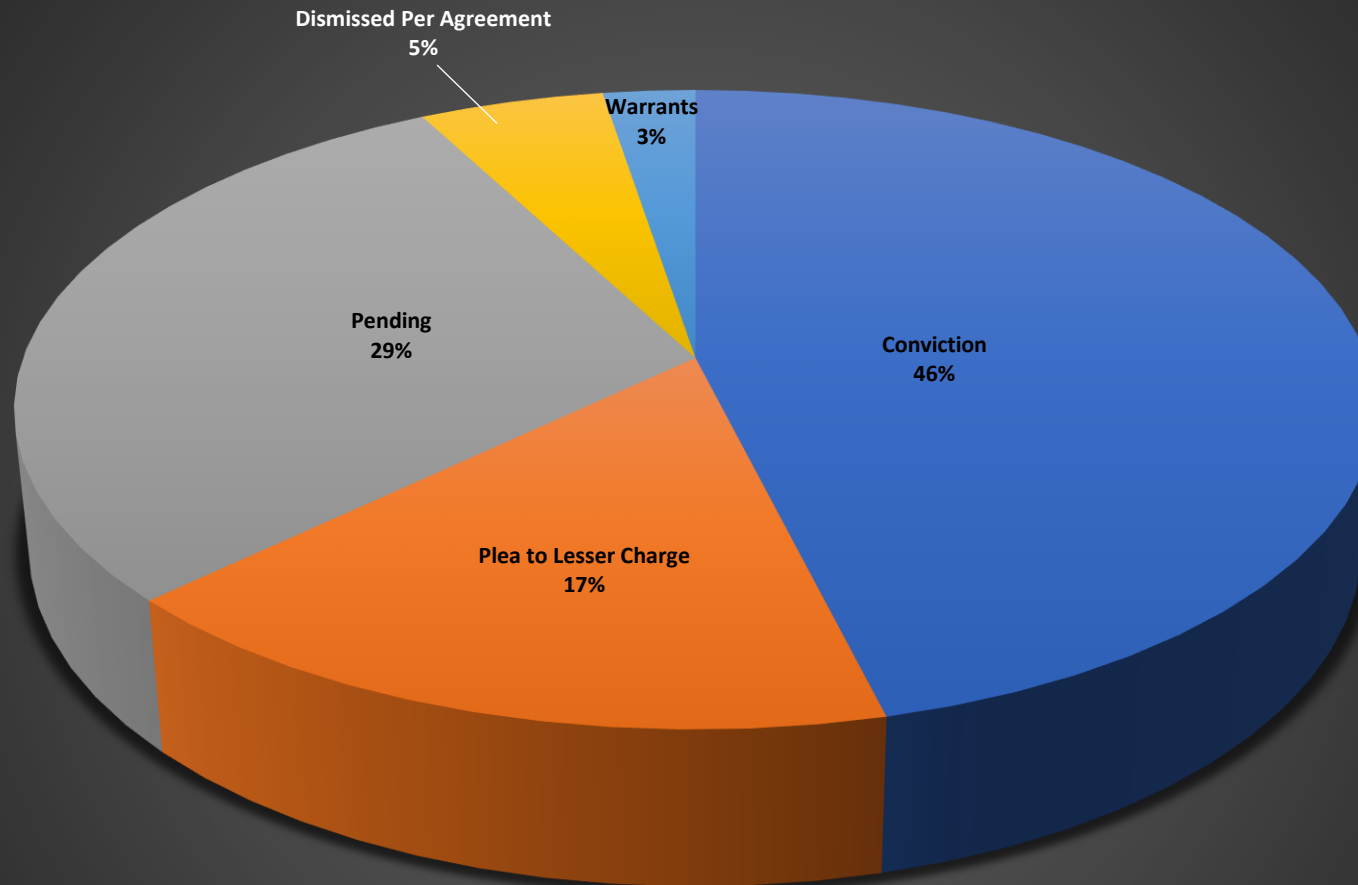
DISPOSITION CHART - M DOMESTIC ASSAULTS



Total = 36

■ Conviction ■ Pending ■ Dismissed Per Agreement ■ CFD ■ Plea to Lessor Charge ■ Warrants

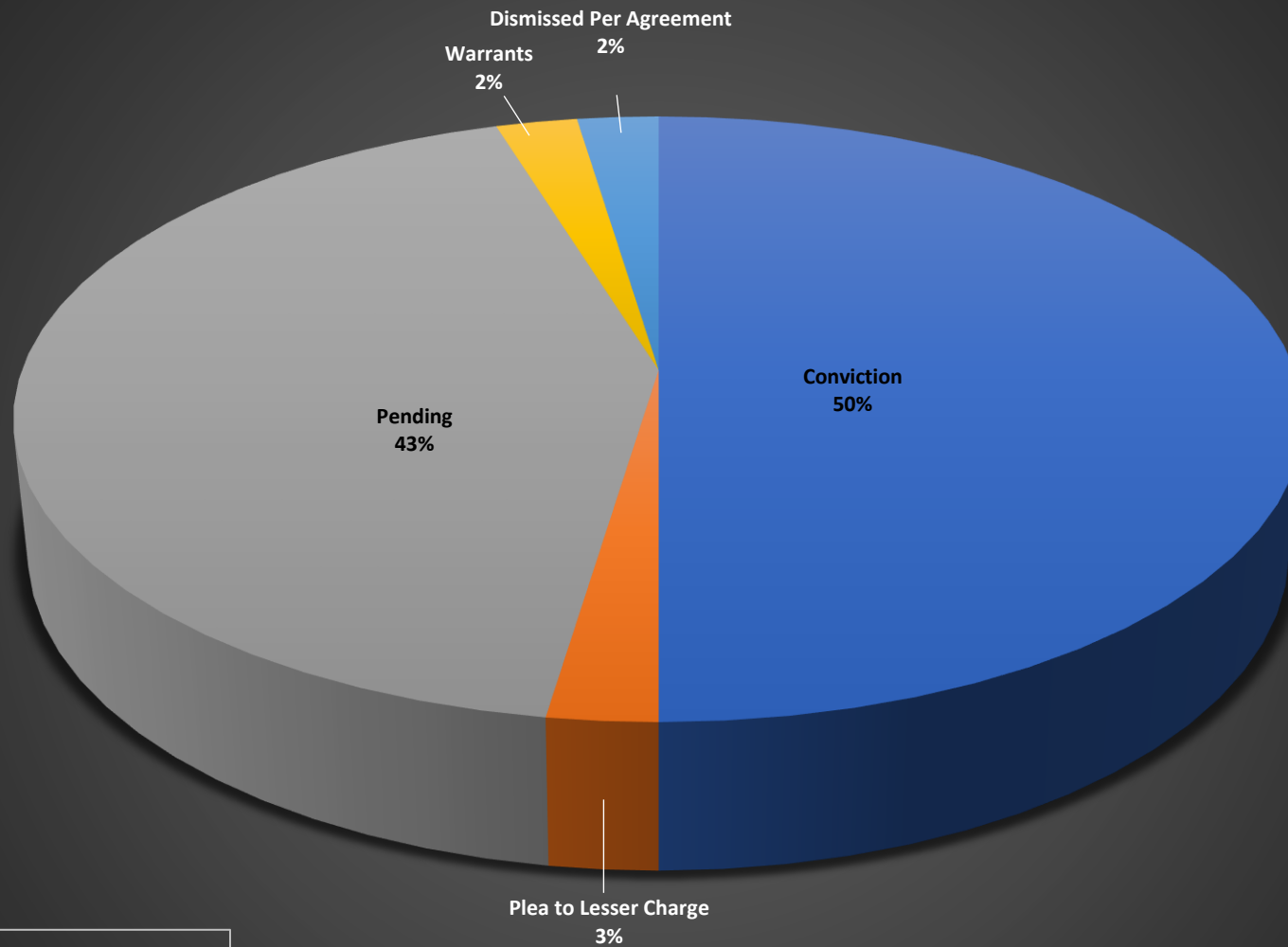
DISPOSITION CHART - ALL DWIs



Total = 78

■ Conviction ■ Plea to Lesser Charge ■ Pending ■ Dismissed Per Agreement ■ Warrants

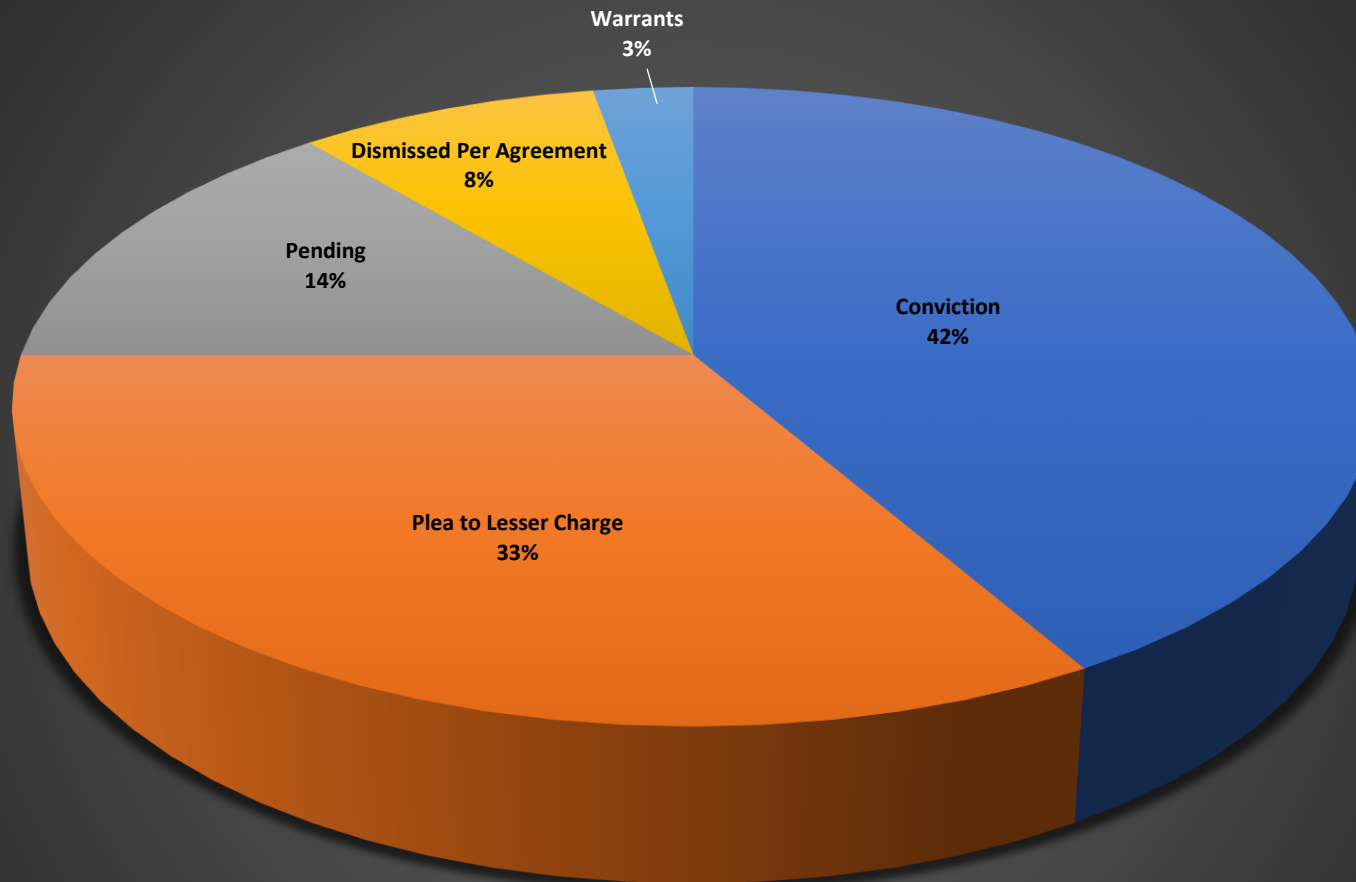
DISPOSITION CHART - GROSS MISDEMEANOR DWIs



Total = 42

■ Conviction ■ Plea to Lesser Charge ■ Pending ■ Warrants ■ Dismissed Per Agreement

DISPOSITION CHART - MISDEMEANOR DWIs



Total = 36

■ Conviction ■ Plea to Lesser Charge ■ Pending ■ Dismissed Per Agreement ■ Warrants

ELK RIVER POLICE DEPARTMENT CURRENT PENDING FORFEITURES (2025)

CITY ATTORNEY

- | | | | |
|----|----------|-----|----------------------------|
| 1) | 20017778 | DWI | Chevrolet Suburban |
| 2) | 21010730 | DWI | 1999 Mitsubishi Galant |
| 3) | 21017815 | DWI | 2008 Toyota Cruiser |
| 4) | 23011849 | DWI | 2017 Hyundai Accent |
| 5) | 23022855 | DWI | 2007 Chev Silverado Pickup |
| 6) | 24022895 | DWI | 2003 Buick Century Sedan |

COUNTY ATTORNEY

- | | | | |
|----|----------|-------------------|-------------------------|
| 1) | 20014072 | Drive-by Shooting | Firearms |
| 2) | 23018711 | DWI | 2002 Pontiac Bonneville |
| 3) | 24022371 | Flee | 2004 Infiniti G35 Sedan |

ELK RIVER POLICE DEPARTMENT COMPLETED FORFEITURES IN 2025

<u>Case Number</u>	<u>Disposition Date</u>	<u>Property Type</u>	Gross		<u>Prosecutor</u>
			<u>Amount Received</u>	<u>Amount for Distribution</u>	
24023089	01-13-25	Malibu	\$0.00	\$0	County
21004893	01-17-25	Dodge	\$250	\$0	City
19025444	03-07-25	Chev S10	\$214	\$0	City
24009908	04-10-25	CASH	\$2592	\$2592	County
23012993	07-29-25	Chev Tahoe	\$327.22	\$75.22	County
24002367	07-29-25	Mazda 3	\$248.96	\$0	City
25012580	08-04-25	Toy Corolla	\$0	\$0	County
25003607	09-12-25	Jeep Cher.	\$750	\$500	County
25003607	09-12-25	Cash	\$760	\$760	County
23016217	12-31-25	Ford Edge	\$1350	\$1098	City



Request for Action

To
City Council

Item Number
6.2

Meeting Date
March 2, 2026

Prepared By
Jolene Richter, Deputy Clerk

Item Description
Heritage Preservation Commission Candidate
Interview

Reviewed by
Cal Portner
Jolene Richter

Action Requested

The Council will interview a candidate for the Heritage Preservation Commission. Appointments will be made at a later meeting.

Background/Discussion

There are currently two vacancies on the Heritage Preservation Commission with terms ending 02/28/27 and 2/29/28. Elizabeth Balmanno will be in attendance for an interview.

Financial Impact
NA

Mission/Policy/Goal
Elk River Mission

Attachments
I. HPC Application

The Elk River Vision

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

From: noreply@civicplus.com
To: [Jolene Richter](#)
Subject: Online Form Submittal: Board and Commission Application Form
Date: Thursday, February 19, 2026 8:10:55 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

Residency not required for the following:

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

Select the Commission applying for	Heritage Preservation Commission
------------------------------------	----------------------------------

First Name	Elizabeth
------------	-----------

Last Name	Balmanno
-----------	----------

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

Address	504 Main Street NW
---------	--------------------

City	Elk River
------	-----------

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

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

Home Phone Number	
Cell Phone Number	<i>Field not completed.</i>
Email Address	
Public Contact Information	Email Address
Employer	Open Doors for Youth
Occupation	Communications/Community Engagement Coordinator
Employer Address	554 3rd St. NW
Employer City	Elk River
Employer State	MN
Employer Zip	55330
Employment Status	Part-time
Why are you interested in serving on a city commission?	As a long-time resident of Elk River, I am interested in serving on a city commission because I believe in being a proactive and engaged member of the community I call home. Since moving here in 2007, I have volunteered with numerous organizations that support and enrich our local community, all of which has strengthened my connection to the city and my understanding of the value of civic involvement. Serving on a commission would allow me to continue giving back in a more direct and meaningful way by contributing my time, experience, and perspective to city stewardship. I see this as both an opportunity and a responsibility to help ensure Elk River continues to be a strong, vibrant community for those who live here now and in the future.
What skills, training, and experience would you bring to the commission for which you seek appointment?	Living in one of the city's older homes has given me a firsthand appreciation for what it means to care for and preserve historic properties, as well as the practical considerations that come with them. In my professional work as a communications and community engagement coordinator for a local nonprofit, I regularly work with residents, businesses, and community partners to share information clearly and thoughtfully. As a writer, I'm comfortable communicating ideas in an accessible way, and my experience coordinating volunteers has strengthened my ability to collaborate, listen to different perspectives, and work productively with groups. I would bring a practical, community-centered approach to the commission's work.
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	Elizabeth M. Balmano

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



Request for Action

To
City Council

Item Number
7.1

Meeting Date
March 2, 2026

Prepared By
Jolene Richter, Deputy Clerk

Item Description
Ordinance 26-05: Amending the 2026 Master Fee Schedule
Resolution 26-15: Summary Publication of Ordinance

Reviewed by
Cal Portner
Jolene Richter

Action Requested

1. Mayor Dietz to open and close the public hearing.
2. Adopt Ordinance 26-05 approving the amended 2026 Master Fee Schedule
3. Adopt Resolution 26-15 for summary publication of the ordinance.

Background/Discussion

Staff reviewed the recently adopted 2026 Master Fee Schedule and noticed updates that needed to be made due to recent findings in the following sections: Building, Fire - Rental Dwelling Licenses, Planning, Police, and Utilities.

Financial Impact
N/A

Mission/Policy/Goal
Elk River Mission

Attachments
1. Ordinance 26-05
2. Summary Resolution 26-15

The Elk River Vision

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Ordinance 26-05

An Ordinance Amending the 2026 Master Fee Schedule for the City of Elk River, Minnesota

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

SECTION 1.

The schedule of fees and rates attached hereto as Exhibit A is hereby adopted by deleting the strikethrough language and adding the underlined language.

SECTION 2.

Where a direct conflict exists between the amount of a fee or charge set by any provision of the City Code and a fee or charge set by this Ordinance, the fee or charge set by this Ordinance applies.

SECTION 3. That this ordinance shall take effect upon adoption.

Passed and adopted by the City Council of the City of Elk River this 2nd day of March 2026.

John J. Dietz, Mayor

ATTEST:

Jolene Richter, Deputy City Clerk



2026 Master Fee Schedule

Fees deposited with or checks cashed by the city do not imply an applicant automatically receives a permit or license from the city. Specific criteria must be met for each type of license or permit for which an application has been submitted before the license or permit may be granted. Administrative or Council approval may also be required before the permit or license is valid.

ADMINISTRATIVE

ASSESSMENT SEARCH CERTIFICATION

\$30/each

COPIES

- Microfilm to Hard Copy
- Photocopies

\$.25 per page

\$.25 per page up to 100 pages; over 100 pages plus staff time

FINANCE CHARGE

This charge does not apply to Code Enforcement Violations.

Computed at 1.5% per month (18 % annual) on account balances unpaid after the due date.

LABOR RATE *(research, computer services, etc.)*

\$50 per hour (15 minutes minimum)

LICENSES

License fees submitted less than 60 days before their expiration date shall be charged a 10% penalty or \$25, whichever is greater.

If a license expires, applicant must apply for a new license and pay applicable fees.

- Billiard Hall
- Cannabis Retailer Licenses
(These fees are outlined in state law and the initial registration fee shall include the initial registration fee and the first annual renewal fee. Renewal registration fees shall be charged at the time of the second renewal and each subsequent renewal thereafter.)
 - Low Potency Hemp Retailer
 - Cannabis Retailer
 - Cannabis Mezzobusiness Retailer
 - Cannabis Microbusiness Retailer
 - Temporary Cannabis Event

\$35/table

Initial Fee: \$125

Renewal Fee: \$125

Initial Fee: \$500

Renewal Fee: \$1,000

Initial Fee: \$500

Renewal Fee: \$1,000

Initial Fee: \$0

Renewal Fee: \$500

\$40/day

▪ Food Trucks (Mobile Food Units)	\$100/year
▪ Kennel	
○ Commercial	\$75/year
○ Residential	\$50/year
▪ Liquor	
○ 3.2% Malt Off-Sale	\$75/year
○ 3.2% Malt On-Sale	\$225/year
○ Brew Tap Room	\$225/year
○ Brewpub/Microbrewer Off-Sale	\$200/year
○ Microdistillery Off-Sale	\$200/year
○ Club	\$300/year
○ Cocktail Room	\$225/year + initial background fee
○ Consumption & Display (Set-up)	\$75/year
○ Intoxicating On-Sale	\$5,000/year
○ Intoxicating Sunday On-Sale	\$200/year
○ Small Brewer's Growler Off-Sale	\$100/year
○ Small Brewer's 128 oz Off-Sale	\$100/year
○ Temporary Community Festival (on-sale)	\$100/day
○ Temporary 3.2% Malt On-Sale	\$30/day
○ Temporary On-Sale	\$40/day
○ Temporary On-Sale Farm Winery	\$40/day
○ Temporary Wine Festival	\$100/day
○ Wine	\$700/year
○ Extended Hours Permit (for legislative approved special events (examples, Super Bowl, World Cup)	\$50
○ Initial Investigation Fee for Intoxicating Licenses	
▪ Single	\$200
▪ Association, Partnership, Corporation, Club	\$400
▪ New Manager	\$150
▪ Massage Establishment	
○ Single	\$200
○ Partnership, Association, Corporation	\$300
○ Renewal Fee	\$150/year
○ New Manager Investigation Fee	\$150
▪ Massage Therapist	
○ Initial Fee	\$150
○ Renewal Fee	\$100/year
▪ Pawn Shop	\$12,000/year
○ Initial Investigation Fee	\$1,500
▪ Peddler	\$150/year
▪ Sexually Oriented Businesses (<i>additional planning department fees and zoning requirements may apply</i>)	\$500/year
○ Initial Investigation Fee	
▪ Single	\$200
▪ Association, Partnership, Corporation	\$400

- Special Event - Private Events on Public Property - Expedited Application Services for Special Events - Applications can't be processed if they are received less than 5 days before an event. - A completed application must be received before days will be counted - Solicitor - Tobacco - Transient Merchant (<i>general planning permit fee may apply</i>)	\$150 for first 2 hours \$50 each additional hour \$250 damage deposit 60 days before event \$0 31-59 days \$50 15-30 days \$100 5-14 days \$200 \$150/year \$150/year \$150/year
--	--

MERCHANDISE

City Flag	\$45
Plastic Pins - Elk River	\$.35 each
Metal Pins- Elk River	\$2 each

POSTAGE

Prevailing Rate

BUILDING SAFETY

Double fee applies if work begins before permit obtained

3 SEASON/SCREEN PORCHES

\$45 per square foot for valuation, use building permit fee, plus state surcharge and a 65% plan review fee.

BASEMENT FINISH

\$20 per square foot for valuation, use building permit fee, plus state surcharge and a 65% plan review fee.

BUILDING PERMIT

- Industrial, Commercial, Multifamily Residential, Single-family Residential, Remodels, and Additions

Total Valuation:

\$1 to \$500

\$501 to \$2,000

\$2,001 to \$25,000

\$25,001 to \$50,000

Fee:

\$24.50

\$24.50 for the first \$500 plus \$3.40 for each additional \$100, or fraction thereof, to and including \$2,000

\$75.50 for the first \$2,000 plus \$15 for each additional \$1,000, or fraction thereof, to and including \$25,000

\$420.50 for the first \$25,000 plus \$11 for each additional \$1,000, or fraction thereof, to and including \$50,000

\$50,001 to \$100,000	\$695.50 for the first \$50,000 plus \$8 for each additional \$1,000, or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$1,095.50 for the first \$100,000 plus \$6 for each additional \$1,000, or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$3,495.50 for the first \$500,000 plus \$5 for each additional \$1,000, or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$5,995.50 for the first \$1,000,000 plus \$4 for each additional \$1,000, or fraction thereof
Plan Review Fee	65% of the Permit Fee
Partial Commercial Plan Review	.5% of the valuation (non-refundable)
State of Minnesota Surcharge	0.0005 times the building valuation
DECK PERMIT	\$25 per square foot for valuation use building permit fee, plus state surcharge, and a 65% plan review fee.
DEMOLITION	
▪ House or Commercial	\$150
▪ Residential Outbuilding Over 120 sq. ft.	\$45
FIREPLACES/WOOD STOVES	\$75 plus \$1 state surcharge
MECHANICAL PERMIT <i>(For heating, ventilation, & air conditioning)</i>	
▪ Residential <i>(new installation, basement, remodel, etc.)</i>	Fee shall be the greater of \$75, plus \$1 state surcharge or 1.5% of the valuation of the work material and labor
▪ Residential <i>(appliance replacement)</i>	\$75, plus \$1 state surcharge
▪ Commercial	Fee shall be the greater of \$100, plus state surcharge or 1.5% of the valuation of the work material and labor.
OUTBUILDINGS/ACCESSORY STRUCTURE PERMIT <i>(over 200 sq. ft., etc.)</i>	\$30 per square foot for valuation, use building permit fee, plus state surcharge and a 65% plan review fee.
PLUMBING PERMIT	
▪ Residential <i>(new installation, basement, remodel, etc.)</i>	Fee shall be the greater of \$75 plus state surcharge or 1.5% of the valuation of the work material and labor
▪ Residential <i>(appliance/fixture replacement)</i>	\$75, plus \$1 state surcharge
▪ Commercial	Fee shall be the greater of \$100, plus state surcharge or 1.5% of the valuation of the work material and labor

POOL PERMIT

- Above Ground
- In Ground

\$75 plus \$1 state surcharge
\$150, plus \$1 state surcharge

RE-ROOF

- Residential
- Commercial/Industrial

\$125, plus \$1 state surcharge
\$2 per square foot for valuation for permit
fee plus state surcharge, minimum \$75

RE-SIDING PERMIT (Residential)

\$125, plus \$1 state surcharge

SEPTIC PERMIT

\$250

SEPTIC PERMIT – TANK ONLY

\$125

SEWER & WATER HOOKUP/REPAIR PERMIT

Storm or Sanitary

\$200 commercial
\$100 residential
\$2,000 bond in favor of the city may be
required

WINDOW/DOOR INSTALLATION

- 1 – 3 Windows/Doors
- 4 or More Windows/Doors

\$100, plus \$1 state surcharge
\$125, plus \$1 state surcharge

CODE ENFORCEMENT VIOLATIONS

A late payment fee of 10% of the fine will be assessed for each 30-day period, or part thereof, that the fine remains unpaid after the due date.

ANIMALS

- Exceeding Maximum Number Allowed
- Feces Clean-up

\$100
\$100

MISCELLANEOUS

- Exterior Storage
- Firewood
- Garbage & Refuse
- Snow & Ice Removal

\$200
\$200
\$55
\$55

VEHICLES

- Commercial/Overweight Vehicle Parked in Residential Zone
- Junk Vehicles
- Overweight Vehicles
- Parking Codes
- Parking on Unapproved Surfaces

\$50
\$200
\$200
\$55
\$200

- Vehicles Displayed “For Sale” on Public Street \$50

ZONING

- Accessory Structure \$200
- Dwelling Unit Occupied by More Than One Family \$500
- Fencing Setback & Maintenance \$200
- Home Occupation \$200
- Home Occupation, Prohibited \$250
- Long Grass \$200

▪ Nuisance, Junk & Debris Violation	\$200
▪ Property Maintenance	\$200
▪ Sign Ordinance Violation	\$200
▪ Swimming Pool Violation, Critical	\$500
▪ Swimming Pool Violation, Non-Critical	\$200
▪ Zoning Code Violation, Other Than Noted Above	\$200

COMMUNITY CENTER

RINK GLASS SALES TO PUBLIC

5/8 x 96"	\$150
1/2" x 96"	\$100

ENGINEERING/PUBLIC WORKS

ENGINEERING SERVICES \$150 an hour

FLEET MECHANIC SERVICE (For ERMU & Sherburne SWCD only) \$65 an hour

Grading Permit For any above 10,000 cubic yards 1.5% of the valuation, minimum \$150

Sanitary Sewer User Fee

(Annual increase according to fund analysis on bond repayment)

▪ Charge Per 1,000 Gallons	\$6.24
▪ Minimum Charge	\$14.35
▪ Apartment Unit Charge	\$24.80
▪ House Unit Flat Charge	\$32.55
▪ Leachate Treatment (3% annual increase per Significant Industrial User Agreement)	\$0.0165 per gallon
▪ Septic Dumpage	\$60 per 1,000 gallons

Sewer Availability Charge (SAC) \$6,426 per unit

STORMWATER UTILITY FEE

Single-family, duplex, townhome residential properties with public sewer and/or public water service	\$4.22 per month per residential unit
All other single-family, duplex, and townhome residential uses	\$2.88 per month per residential unit
All other properties in the city	\$30.03 per month per impervious acre

STREET/ RIGHT-OF-WAY DISRUPTION PERMIT

(cable, phone, gas, electric, etc.) \$200 plus (\$5,000 letter of credit or bond in favor of the city or equivalent)

ENVIRONMENTAL

ABATEMENTS-Per City Ordinance

Actual cost borne by the city for handling/disposal, site maintenance, or other appropriate remediation.

YARD WASTE SITE ANNUAL PASS (per Sherburne County)

▪ Single-Family Residential	\$25
▪ Commercial	\$1,000 per vehicle \$40 per load \$2,500 security deposit

FATS, OILS & GREASE CONTROL ENFORCEMENT TIER LEVELS

The following civil penalties for violation of the city Fats, Oils, and Grease Control Ordinance, Section 78-156, of the City Code, as provided in the city Fats, Oils, & Grease Enforcement Response Plan

Tier I	Notice of Deficiency/Notice to Correct	No penalty
Tier II	Notice of Violation	\$100
Tier III	Notice of Violation	\$300
Tier IV	Notice of Violation	\$700
Tier V	Notice of Violation	\$2,000
Tier VI	Notice of Violation	\$1,000 - \$10,000 Possible Consent or Administrative Order
Tier VII		Consent Order/Administrative Order with stipulated penalties
Tier VIII		Consent Order/Administrative Order with stipulated penalties and Termination of Sewer Service

FLOODPLAIN PERMIT

\$400

GARBAGE

▪ 32 Gallon Biweekly	\$9.85/month
▪ 32 Gallon	\$10/month
▪ 60 Gallon	\$13.25/month
▪ 90 Gallon	\$20.00/month
▪ Additional 90 Gallon	\$17.75/month
▪ Recycling	\$4.70/month

SIGNAGE

▪ Wetland Buffer Sign	\$8
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LICENSES

▪ Garbage Hauler	\$80 1 st truck plus \$15 each additional truck
▪ Mineral Extraction	\$20/acre to be actively mined in forthcoming year or not reclaimed
	\$5/acre approved but not actively mined
▪ Solid Waste Facility	\$2,000 plus cost of reviewing license. Amount of annual cost incurred by the city for monitoring and inspecting the facility plus the license.

NPDES PERMITS

▪ Inspection Residential	\$175 per residential building
▪ Commercial/Industrial	Actual cost of total inspections

SHORELAND PERMIT

\$150

SHORELAND, FILLING & GRADING AND/OR ALTERATION FEES

- After-the-Fact Major Violation Permit \$1,000 per violation
- After-the-fact Minor Violation Permit \$ 400 per violation
- Major Alteration Permit (10 cubic yards or more) \$250 per permit
- Major Shoreland Mitigation Escrow \$5,000
- Minor Alteration Permit \$150
- Minor Shoreland Mitigation Escrow \$1000

WETLAND CONSERVATION ACT APPLICATION

\$200 (less than 20 acres)
\$400 (greater than 20 acres)
\$100 (no-net loss exemption letter)

- After-the-Fact Wetland Alteration Permit \$750 plus staff time
- Replacement Plan Applications \$700 Escrow \$2,500
- Wetland Banking Application \$1,600 Escrow \$5,000
- Annual Wetland Mitigation Monitoring Escrow \$2,500/year
- All Other Wetland Services (Buffers) \$200

LGU fees are in addition to Planning, Zoning, and Escrow fees

FIRE

FIRE ALARM PERMIT

See Building Permit Fee, plus state surcharge, and a 65% plan review fee.
Minimum \$100

FIRE SPRINKLER PERMIT (20 or more heads)

See Building Permit Fee

FIRE SPRINKLER PERMIT (Under 20 heads)

See Building Permit Fee, plus state surcharge, and a 65% plan review fee.
Minimum \$100.

TANK (FLAMMABLE/COMBUSTIBLE LIQUIDS)

1.5% of the valuation, minimum of \$100

OPEN BURNING

- Burning Permit \$10 annually

FALSE FIRE ALARMS

- Alarm 1-3 No charge
- Alarm 4 ~~\$50~~\$350
- Alarm 5 or More Fee increases ~~\$100~~\$50 per alarm (*ex: alarm 5=\$~~6400~~, alarm 6=\$~~700450~~*)

FIRE WATCH

\$50 an hour per person
If vehicle or apparatus is needed, cost will be billed per FEMA reimbursable rates plus 15% administrative fee

FIREWORKS

- | | |
|--|--------------|
| ▪ Public Display for Pyrotechnics | \$50 per day |
| ▪ Sales/Storage-Retail | \$100/year |
| ▪ Sales/Storage-Temporary (<i>general planning permit also required</i>) | \$100/year |

KEY LOCK BOX

per vendor pricing

RENTAL DWELLING LICENSE

- | | |
|--------------------------------|--|
| ▪ Single Family (per dwelling) | \$150 new
\$150 annual renewal |
| ▪ Multi-Unit | \$150 <u>200</u> new
\$2400 + \$150 per unit |
| ▪ Re-inspection Fee | \$100 |
| ▪ Re-instatement Fee | \$1,500 |

FIRE STATION 3 ROOM RENTAL

Resident
\$35/2 hour minimum
Additional hour: \$15

Non-resident
\$55/2 hour minimum
Additional hour: \$20

Damage Deposit: \$100

PARKS & RECREATION

Sales tax will be added for any facility rentals

Athletic Field Deposit

All users/associations/tournament organizer will pay a \$500, refundable deposit on an annual basis/per tournament. The refundable deposit will help ensure user/association accountability for damage to fields, facilities and/or scoreboard controllers. If the deposit is used for any of the above-mentioned items, the user/association will replenish their deposit back to the full amount of \$500

ATHLETIC FIELD RENTAL RATES

Below 60% Participant Residency
\$45 per field per day
\$45 per field per day for lights, plus \$4 per hour of use

Elk River Association (Group 3A)

Youth Associations with city capital improvement agreements currently in place will have the light fee waived until the contract payment is completed.

70% and above Participant Residency
\$25 per field per day
\$25 per field per day for lights, plus \$4 per hour of use

Elk River Association (Group 3B)

Youth Associations with city capital improvement agreements currently in place will have the light fee waived until the contract payment is completed.

60-69% Participant Residency
\$35 per field per day
\$35 per field per day for lights, plus \$4 per hour of use

TOURNAMENTS

- Dave Anderson Athletic Complex
\$50/per tournament
Seasonal Temporary Food Stand/Special
Event License Required
- Lion John Weicht Park
\$100/per weekend
Seasonal Temporary Food Stand/Special
Event License from the MN Dept. of
Health
- Plants and Things Recreation Complex
\$100 per tournament
Seasonal Temporary Food Stand/Special
Event License from the MN Dept. of
Health

Restroom Cleaning

All users will pay for restroom cleanings deemed necessary by city staff based upon the event attendance estimates.

The associations will be billed at the same rate as the city for the cleanings.

This fee will apply to the indoor restroom facilities and any additional portable toilets.

MEMORIAL TREE AND BENCH

- Tree \$500
- Bench \$3,000

PARK RENTAL FEES

More than 14 days:
Reservation alteration/cancellation: \$10

Within 14 days
No refunds or cancellations

Special Event Park Deposit

\$500

- Lion John Weicht Shelters 1-3
Resident: \$50/Day
Non-Resident: \$70/Day
- Lion John Weicht Park Pavilion with Served
Resident:
\$75/2 hour minimum
Additional hour: \$20
Non-Resident:
\$105/2 hour minimum
Additional hour: \$25
Damage Deposit: \$250
- Lion John Weicht Park Pavilion with Served and Concessions
Resident:
\$95/2 hour minimum
Additional hour: \$20
Non-Resident:
\$125/2 hour minimum

	Additional hour: \$25
	Damage Deposit: \$250
▪ Orono Park Shelter 1	Resident: \$55/Day Non-Resident: \$75/Day
▪ Orono Park Shelter 2	Resident: \$65 Non-Resident: \$85
▪ Orono Park Shelter 3	Resident: \$100/Day Non-Resident: \$130/Day
▪ Orono Park Pavilion	Resident: \$90/2 hour minimum Additional hour: \$20 Non-Resident: \$125/ 2 hour minimum Additional hour: \$25
▪ Rivers Edge Commons	\$150/2 hour minimum \$50 each additional hour: 6 hours maximum Damage Deposit: \$250
▪ Trott Brook Barn	Resident: \$60/2 hour minimum, Monday – Thursday 20/additional hour, Monday - Thursday \$70/2 hour minimum, Friday - Sunday \$20/additional hour, Friday - Sunday Non-Resident: \$80/2 hour minimum, Monday - Thursday \$25/additional hour, Monday – Thursday \$90/2 hour minimum, Friday – Sunday \$25/additional hour, Friday - Sunday Damage Deposit: \$100 Late Fee Key Return: \$25
▪ Woodland Trails Regional Park Pavilion	Resident: \$65/2 hour minimum Additional hour: \$15 Non-Resident: \$85/2 hour minimum Additional hour: \$25 Damage Deposit: \$100
Senior Activity Center Membership	
▪ Annual Rate	Individual: \$50

- Discounted Rate *(for Elk River Residents)*

Dual: \$65
Individual: \$33
Dual: \$48

PLANNING/DEVELOPMENT/~~BUILDING~~

~~Double fee applies if work begins before permit obtained~~

ADMINISTRATIVE SUBDIVISIONS/SIMPLE PLATS APPLICATION	\$300
▪ Escrow for Consulting/Engineering/Staff Services	\$1,000
BEE KEEPING	\$75 one-time fee
COMMERCIAL PLAN REVIEW (PARTIAL)	.5% of the valuation (non-refundable)
CONCEPT PLAN REVIEW BY CITY COUNCIL	\$200
▪ Escrow for Consulting/Engineering/Staff Services	\$500
CONDITIONAL OR INTERIM USE PERMIT	\$400
▪ Escrow for Consulting/Engineering/Staff Services	\$1,000
EASEMENT VACATION APPLICATION	\$400
▪ Escrow for Consulting/Engineering/Staff Services	\$1,000
GENERAL PLANNING PERMIT	\$100
▪ Escrow for Consulting/Engineering/Staff Services	\$225
LAND USE PLAN AMENDMENT	\$400
▪ Escrow for Consulting/Engineering/Staff Services	\$1,500
MICRO LOAN PROGRAM	Processing fee of \$500 Any remaining funds will be returned to the applicant. Applicant pays all legal and filing fees at loan closing
HRA BLIGHTED PROPERTIES COMMERCIAL/INDUSTRIAL FORGIVABLE LOAN PROGRAM	Processing fee of \$2,000 Any remaining funds will be returned to the applicant. Applicant pays all legal and filing fees at loan closing.
HRA BLIGHTED PROPERTIES RESIDENTIAL FORGIVABLE LOAN PROGRAM	Processing fee of \$500. Any remaining funds will be returned to the applicant. Applicant pays all legal and filing fees at loan closing.
ORDINANCE AMENDMENT	\$400
▪ Escrow for Consulting/Engineering/Staff Services	\$1,500
PARK DEDICATION FEE	

- Residential - Low Density (<4 DU/acre) - Medium Density (4 to<7 DU/acre) - High Density (>7 DU/acre) - Commercial - Industrial	\$3,065.73/dwelling unit \$4,207.25/dwelling unit \$5,945.38/dwelling unit <i>The park dedication fee for high-density residential projects shall be capped at \$500,000.</i> 8% of county assessed value of property 6% of county assessed value of property
PLANNED UNIT DEVELOPMENT (PUD)	Charge for required planning applications, i.e. conditional use permit, rezoning, etc.
PLATTED EXEMPTION	\$100
Escrow for Consulting/Engineering/Staff Services	\$100
PLATS, PRELIMINARY APPLICATION	\$400
Escrow for Consulting/Engineering/Staff Services	\$2,000
PLATS, FINAL APPLICATION	\$400
Escrow for Consulting/Engineering/Staff Services	\$1,500
RENTAL DWELLING	Fees listed under Fire section
SEPTIC INSTALLATION & REPAIR PERMIT	\$200
SIGN PERMITS	
Permanent Sign	\$75 Wall Signs \$150 Freestanding Signs
Temporary	\$40
SITE PLAN REVIEW APPLICATION	\$300
Escrow for Consulting/Engineering/Staff Services	\$500
STAFF SERVICES (planning & environmental)	\$100 an hour
SUBDIVISION EXEMPTIONS	\$150
TAX ABATEMENT (<i>Economic Development Incentive</i>)	\$10,000 Projects which require additional professional services in excess of \$10,000 shall be required to reimburse the city for additional expenses
TAX INCREMENT FINANCING	\$10,000 Projects which require additional professional services in excess of \$10,000 shall be required to reimburse the city for additional expenses
VARIANCE	\$400
Escrow for Consulting/Engineering/Staff Services	\$1,000

ZONE MAP CHANGE	\$400
▪ Escrow for Consulting/Engineering/Staff Services	\$1,000
ZONING LETTER	\$95 per address
ZONING REQUESTS, MISCELLANEOUS	\$110

POLICE

ACCIDENT REPORT <i>(state motor vehicle report)</i>	\$.25 per page
AUDIO/VIDEO REPRODUCTION	
▪ Dubbing Police Audio Tapes	\$25/tape
▪ Dubbing Police Video Tapes	\$35/tape
▪ CD	\$13
▪ Jump Drive	\$13
ANIMALS	
▪ Dangerous & Potentially Dangerous Dogs	
▪ Dangerous Dog License	\$250/yearly
▪ Potentially Dangerous Dog License	\$100/yearly
▪ Dangerous/Potentially Dangerous Dog Late Fees on Renewal	\$50
▪ Hearing Fee <i>(initial non-refundable fee to appeal declaration)</i>	\$100
▪ Escrow for Hearing <i>(Dog owner is responsible for hearing costs if they lose the appeal. Excess funds will be reimbursed)</i>	\$1,000
▪ Impound Fee <i>(12-month period on a rolling basis)</i>	
▪ 1 st Offense	\$50
▪ 2 nd Offense	\$75
▪ 3 rd Offense	\$150
BACKGROUND <i>(letter of good conduct)</i>	\$10
IMPOUNDED VEHICLES <i>(at public works garage or police department)</i>	\$15/Day
LOCKOUT FEE	\$20
POLICE RESERVE SERVICE	\$40/hour
OFF DUTY OFFICER SERVICE	\$135/hour
SECURITY ALARMS	
▪ Permit	\$20
▪ False Alarms	Alarm 1-2 – No charge Alarm 3-5 - \$50 Alarm 6-7 - \$100 Alarm 8-9 - \$250 10 & Over - \$500 Failure to obtain alarm permit - \$100

Other civil alarm violations - \$100

Police Fines

County	Jurisdiction	Ordinance and Rule Number	Ordinance and Rule Description	Degree	Payable Indicator	Base Fine Amount	Offense Code	Certify to DPS	
								Indicator	Category
Sherburne	Elk River	6.132	Misrepresentation of Age - Purchase Alcohol	Misdemeanor	Yes	\$100.00	ALCOHOL	No	Ordinance
Sherburne	Elk River	6.133	Sale/Underage Alcohol	Misdemeanor	No		ALCOHOL	No	Ordinance
Sherburne	Elk River	6.134	Underage Person in Liquor Establishment	Misdemeanor	Yes	\$100.00	ALCOHOL	No	Ordinance
Sherburne	Elk River	6.136	Minor Consumption	Misdemeanor	Yes	\$100.00	ALCOHOL	No	Ordinance
Sherburne	Elk River	6.137	Minor Possession	Misdemeanor	Yes	\$100.00	ALCOHOL	No	Ordinance
Sherburne	Elk River	6.138	Social Host	Misdemeanor	No		ALCOHOL	No	Ordinance
Sherburne	Elk River	6.91	Hinder/Prevent Inspection Liq. Establishment	Misdemeanor	No		ALCOHOL	No	Ordinance
Sherburne	Elk River	6.95	Consuming Alc. In Liq. Establishment After Hours	Misdemeanor	No		ALCOHOL	No	Ordinance
Sherburne	Elk River	6.96	Removal of Alc. Containers After Hours	Misdemeanor	No		ALCOHOL	No	Ordinance
Sherburne	Elk River	10.5.a.3	Animals at Large	Misdemeanor	Yes	\$50.00	ANIMAL	No	Ordinance
Sherburne	Elk River	10.3	Dangerous/Non-traditional/Exotic Animal	Misdemeanor	No		ANIMAL	No	Ordinance
Sherburne	Elk River	10.4	Agricultural Animals Prohibited	Misdemeanor	Yes	\$50.00	ANIMAL	No	Ordinance
Sherburne	Elk River	Repealed	Animal Nuisance	Petty Misdemeanor	Yes	\$50.00	ANIMAL	No	Ordinance
Sherburne	Elk River	10.5.a.1	Noisy Animals	Petty Misdemeanor	Yes	\$50.00	ANIMAL	No	Ordinance
Sherburne	Elk River	10.5.a.2	Feces Removal	Petty Misdemeanor	Yes	\$50.00	ANIMAL	No	Ordinance
Sherburne	Elk River	10.5.a.3	Dog/Cat at Large	Misdemeanor	Yes	\$50.00	ANIMAL	No	Ordinance
Sherburne	Elk River	10.33.a	Unattended in Motor Vehicle	Petty Misdemeanor	Yes	\$25.00	ANIMAL	No	Ordinance
Sherburne	Elk River	10.31.c	Kennel Permit	Misdemeanor	No		ANIMAL	No	Ordinance
Sherburne	Elk River	10.35	Fail to register potentially dangerous dog	Misdemeanor	No		ANIMAL	No	Ordinance
Sherburne	Elk River	10.35	Fail to restrain potentially dangerous dog	Misdemeanor	No		ANIMAL	No	Ordinance
Sherburne	Elk River	22.77.a	Multi-Family Residence - Balcony Fires	Misdemeanor	Yes	\$50.00	FIRE	No	Ordinance
Sherburne	Elk River	22.78.b	Parking in Fire Lane	Petty Misdemeanor	Yes	\$20.00	PARKING	No	Ordinance
Sherburne	Elk River	22.104.1	Fire Site Require	Misdemeanor	Yes	\$100.00	FIRE	No	Ordinance
Sherburne	Elk River	22.104.2	Unattended Fire	Misdemeanor	Yes	\$50.00	FIRE	No	Ordinance
Sherburne	Elk River	22.105	Prohibited Material	Misdemeanor	Yes	\$100.00	FIRE	No	Ordinance
Sherburne	Elk River	22.106	Burning Ban	Misdemeanor	Yes	\$50.00	FIRE	No	Ordinance
Sherburne	Elk River	22.131	Burn w/o Permit	Misdemeanor	Yes	\$50.00	FIRE	No	Ordinance
Sherburne	Elk River	22.232.a	Fireworks - Use at Parade/Public Assembly	Misdemeanor	No		FIRE	No	Ordinance
Sherburne	Elk River	22.232.b	Fireworks - Throwing at People, Animals, Vehicles	Misdemeanor	No		FIRE	No	Ordinance
Sherburne	Elk River	22.234	Fireworks - Permit Required	Misdemeanor	No		FIRE	No	Ordinance
Sherburne	Elk River	26.37.a	Sale Tobacco Minor	Misdemeanor	No		TOBACCO	No	Ordinance
Sherburne	Elk River	26.37.b	Illegal Procurement Tobacco for Minor	Misdemeanor	No		TOBACCO	No	Ordinance
Sherburne	Elk River	26.37.c	Use False ID	Misdemeanor	No		TOBACCO	No	Ordinance
Sherburne	Elk River	30.124.d.8	Unlicensed and/or inoperable vehicles are prohibited at the premises	Misdemeanor	Yes	\$100.00	ZONING	No	Ordinance
Sherburne	Elk River	30.124.e	Lawn/Landscape Maintenance	Petty Misdemeanor	Yes	\$50.00	ZONING		Ordinance
Sherburne	Elk River	30.796.e	Fence Location and Construction Standards	Misdemeanor	No		ZONING		Ordinance
Sherburne	Elk River	30.796.e.4	Above Ground Pool Access	Misdemeanor	No		ZONING	No	Ordinance
Sherburne	Elk River	30.801.6	Prohibited Home Occupation	Misdemeanor	No		ZONING		Ordinance

*an additional surcharge may be added to the fine by the State of Minnesota

Police Fines

		Ordinance and						Certify to	
County	Jurisdiction	Rule Number	Ordinance and Rule Description	Degree	Payable Indicator	Base Fine Amount	Offense Code	DPS Indicator	Category
Sherburne	Elk River	30.801.c	Home Occupation Standards	Misdemeanor	No		ZONING		Ordinance
Sherburne	Elk River	30.803.d.1	Keeping of Chickens - Number & Type	Petty Misdemeanor	Yes	\$50.00	ANIMAL	No	Ordinance
Sherburne	Elk River	30.803.e.4	Animal Agricultural Unfenced	Misdemeanor	No		ANIMAL	No	Ordinance
Sherburne	Elk River	30.803.g	Dangerous Animals	Misdemeanor	No		ANIMAL	No	Ordinance
Sherburne	Elk River	30.859	Sign Ordinance Standards	Petty Misdemeanor	Yes	\$50.00	ZONING		Ordinance
Sherburne	Elk River	30.934.a.1	Landscape Required	Misdemeanor	Yes	\$200.00	ZONING	No	Ordinance
Sherburne	Elk River	30.934.a.2	Neat and Clean Landscape	Petty Misdemeanor	Yes	\$100.00	ZONING	No	Ordinance
Sherburne	Elk River	30.934.a.3	Parking on Landscaped Areas	Petty Misdemeanor	Yes	\$25.00	PARKING	No	Ordinance
Sherburne	Elk River	30.1024	Ill. Bus. Operation - C-3 Hwy Comm. Dist.	Misdemeanor	No		PROPERTY	No	Ordinance
Sherburne	Elk River	38.411	Transient License	Petty Misdemeanor	Yes	\$50.00	OFFCON	No	Ordinance
Sherburne	Elk River	38.414.a.2	Transient Merchant Near Intersection	Petty Misdemeanor	Yes	\$50.00	OFFCON	No	Ordinance
Sherburne	Elk River	38.414.a.4	Transient Merchant on Public Property	Petty Misdemeanor	Yes	\$50.00	OFFCON	No	Ordinance
Sherburne	Elk River	38.414.a.5	Transient Merchant - Private Property - Permission Req.	Petty Misdemeanor	Yes	\$50.00	OFFCON	No	Ordinance
Sherburne	Elk River	38.414.b.1	Solicitors License to be Carried/Displayed	Petty Misdemeanor	Yes	\$50.00	OFFCON	No	Ordinance
Sherburne	Elk River	38.414.b.2	Solicitors Times Allowed 1200-1800	Petty Misdemeanor	Yes	\$50.00	OFFCON	No	Ordinance
Sherburne	Elk River	46.31.1	Public Nuisance - Maintain/Permit Condition	Misdemeanor	No		OFFCON	No	Ordinance
Sherburne	Elk River	46.31.2	Public Nuisance - Interfere, Obstruct, Render Dangerous	Misdemeanor	No		OFFCON	No	Ordinance
Sherburne	Elk River	Repealed	Public Nuisance Affecting Health	Petty Misdemeanor	Yes	\$200.00	OFFCON	No	Ordinance
Sherburne	Elk River	46.32.a.1	Public Nuisance - Stagnant Water	Petty Misdemeanor	Yes	\$100.00	OFFCON	No	Ordinance
Sherburne	Elk River	46.32.a.2	Public Nuisance - Unwholesome Food Sales	Petty Misdemeanor	Yes	\$100.00	OFFCON	No	Ordinance
Sherburne	Elk River	46.32.a.3	Public Nuisance - Insufficient Trash Receptacles	Petty Misdemeanor	Yes	\$100.00	OFFCON	No	Ordinance
Sherburne	Elk River	46.32.a.4	Public Nuisance - Effluent Discharge	Petty Misdemeanor	Yes	\$100.00	OFFCON	No	Ordinance
Sherburne	Elk River	46.32.a.5	Public Nuisance - Accumulation of Rubbish/Debris	Petty Misdemeanor	Yes	\$100.00	OFFCON	No	Ordinance
Sherburne	Elk River	46.32.a.6	Public Nuisance - Water Pollution	Petty Misdemeanor	Yes	\$100.00	OFFCON	No	Ordinance
Sherburne	Elk River	46.32.a.7	Public Nuisance - Noxious Weeds/Vegetation	Petty Misdemeanor	Yes	\$100.00	OFFCON	No	Ordinance
Sherburne	Elk River	46.31.a.8	Public Nuisance - Noxious Smoke/Fumes/Gas	Petty Misdemeanor	Yes	\$100.00	OFFCON	No	Ordinance
Sherburne	Elk River	46.33	Public Nuisance Affecting Decency	Petty Misdemeanor	Yes	\$100.00	OFFCON	No	Ordinance
Sherburne	Elk River	46.34.a.2	Junked Cars	Misdemeanor	Yes	\$100.00	ABANDMV	No	Ordinance
Sherburne	Elk River	46.34.a.4	Depositing of Garage & Trash	Petty Misdemeanor	Yes	\$100.00	GARBAGE	No	Ordinance
Sherburne	Elk River	46.34.a.5	Outside Storage of Construction Materials in Excess of 1% of Total Area	Misdemeanor	Yes	\$100.00	GARBAGE	No	Ordinance
Sherburne	Elk River	46.34.a.6.a	Parking of Commercial Vehicles Over 7,000 Pounds - Public Property	Petty Misdemeanor	Yes	\$50.00	PARKING	No	Ordinance
Sherburne	Elk River	46.34.a.6.b	Parking of Commercial Vehicles Over 7,000 Pounds - Private Property	Petty Misdemeanor	Yes	\$50.00	PARKING	No	Ordinance
Sherburne	Elk River	46.34.a.7	Prolonged Idling of Truck Tractor	Petty Misdemeanor	Yes	\$50.00	NOISE	No	Ordinance
Sherburne	Elk River	46.36	Excessive Noise	Petty Misdemeanor	Yes	\$100.00	NOISE	No	Ordinance

*an additional surcharge may be added to the fine by the State of Minnesota

Police Fines

County	Jurisdiction	Ordinance and Rule Number	Ordinance and Rule Description	Degree	Payable Indicator	Base Fine Amount	Offense Code	Certify to DPS	
								Indicator	Category
Sherburne	Elk River	46.37.1	Noise/Horn	Petty Misdemeanor	Yes	\$100.00	NOISE	No	Ordinance
Sherburne	Elk River	46.37.2	Music	Petty Misdemeanor	Yes	\$100.00	NOISE	No	Ordinance
Sherburne	Elk River	46.37.4	Human Noise	Petty Misdemeanor	Yes	\$100.00	NOISE	No	Ordinance
Sherburne	Elk River	46.37.5	Noise Animals	Petty Misdemeanor	Yes	\$50.00	NOISE	No	Ordinance
Sherburne	Elk River	46.37.6	Vehicle Exhaust	Petty Misdemeanor	Yes	\$100.00	NOISE	No	Ordinance
Sherburne	Elk River	46.37.7	Noise/Construction	Petty Misdemeanor	Yes	\$100.00	NOISE	No	Ordinance
Sherburne	Elk River	46.37.9	Loud Party	Petty Misdemeanor	Yes	\$100.00	NOISE	No	Ordinance
Sherburne	Elk River	46.82.a	Graffiti	Misdemeanor	No		OFFCON	No	Ordinance
Sherburne	Elk River	50.31.d.1	Trespass/Refuse to Leave	Misdemeanor	No		OFFCON	No	Ordinance
Sherburne	Elk River	50.31.d.2	Trespass Private Property	Misdemeanor	No		OFFCON	No	Ordinance
Sherburne	Elk River	50.31.d.3	Trespass on Private Property Posted	Misdemeanor	No		OFFCON	No	Ordinance
Sherburne	Elk River	50.61.b.3	Curfew Violation - Parent Responsible	Misdemeanor	No		OFFCON	No	Ordinance
Sherburne	Elk River	50.62.1	Expose Privates	Misdemeanor	No		OFFCON	No	Ordinance
Sherburne	Elk River	50.62.2	Entice Another to Expose Privates	Misdemeanor	No		OFFCON	No	Ordinance
Sherburne	Elk River	50.62.3	Obscene Acts	Misdemeanor	No		OFFCON	No	Ordinance
Sherburne	Elk River	50.62.4	Entice Obscene Acts	Misdemeanor	No		OFFCON	No	Ordinance
Sherburne	Elk River	50.63	Targeted Picketing Prohibited	Misdemeanor	No		OFFCON	No	Ordinance
Sherburne	Elk River	50.113	Discharge Weapon	Misdemeanor	No		WEAPON	No	Ordinance
Sherburne	Elk River	50.114	Dangerous Weapon	Misdemeanor	No		WEAPON	No	Ordinance
Sherburne	Elk River	50.115	Sell/Furnish Dangerous Weapon to Minor	Misdemeanor	No		WEAPON	No	Ordinance
Sherburne	Elk River	50.117.b	Hunt Prohibited Area	Misdemeanor	No		WEAPON	No	Ordinance
Sherburne	Elk River	50.119.a.1	WHHCA - Hunting Shall Follow DNR Regs.	Misdemeanor	No			No	Ordinance
Sherburne	Elk River	50.119.a.2	WHHCA - No Hunting After Park Hrs.	Misdemeanor	No			No	Ordinance
Sherburne	Elk River	50.119.a.3	WHHCA - Firearms Prohibited	Misdemeanor	No			No	Ordinance
Sherburne	Elk River	50.119.a.4	WHHCA - Trapping Prohibited	Misdemeanor	No			No	Ordinance
Sherburne	Elk River	50.119.a.5	WHHCA - Archery Hunting Restrictions	Misdemeanor	No			No	Ordinance
Sherburne	Elk River	50.119.a.6	WHHCA - Migratory Waterfowl Hunting Violation	Misdemeanor	No			No	Ordinance
Sherburne	Elk River	50.120.a	GNT - Hunting Without Prior Approval	Misdemeanor	No			No	Ordinance
Sherburne	Elk River	50.120.d	GNT - Closed Trail Trespassing	Petty Misdemeanor	Yes	\$50.00		No	Ordinance
Sherburne	Elk River	50.209	Administrative Subpoenas	Misdemeanor	No		NONMOVE	No	Ordinance
Sherburne	Elk River	50.217.1	Failure to Pay Admin. Fine or Request Hrg.	Misdemeanor	No		NONMOVE	No	Ordinance
Sherburne	Elk River	50.217.2	Failure to Appear at Scheduled Admin. Hrg.	Misdemeanor	No		NONMOVE	No	Ordinance
Sherburne	Elk River	50.217.3	Failure to Pay Admin. Fine - Hrg. Board	Misdemeanor	No		NONMOVE	No	Ordinance
Sherburne	Elk River	50.217.4	Failure to Pay Admin. Fine - City Council	Misdemeanor	No		NONMOVE	No	Ordinance
Sherburne	Elk River	54.31	Closed Parks	Petty Misdemeanor	Yes	\$50.00	PARK	No	Ordinance
Sherburne	Elk River	54.32	Consume on Public Beach	Misdemeanor	Yes	\$100.00	ALCOHOL	No	Ordinance
Sherburne	Elk River	54.33	Disturb Peace	Misdemeanor	No		OFFCON	No	Ordinance
Sherburne	Elk River	58.32.a	Littering	Petty Misdemeanor	Yes	\$50.00	GARBAGE	No	Ordinance
Sherburne	Elk River	58.33	Solid Waste Accumulation	Misdemeanor	No		GARBAGE	No	Ordinance

*an additional surcharge may be added to the fine by the State of Minnesota

Police Fines

County	Jurisdiction	Ordinance and Rule Number	Ordinance and Rule Description	Degree	Payable Indicator	Base Fine Amount	Offense Code	Certify to DPS	
								Indicator	Category
Sherburne	Elk River	58.35	Burying Refuse	Misdemeanor	No		GARBAGE	No	Ordinance
Sherburne	Elk River	58.36	Storage and Disposal of Refuse	Misdemeanor	No		GARBAGE	No	Ordinance
Sherburne	Elk River	58.37	Refuse Containers	Misdemeanor	No		GARBAGE	No	Ordinance
Sherburne	Elk River	58.39	Solid Waste/Yard Waste Transfer Facility	Misdemeanor	Yes	\$100.00	GARBAGE	No	Ordinance
Sherburne	Elk River	58.39.b	Unacceptable Materials/Yard Waste Transfer Facility	Misdemeanor	Yes	\$150.00	GARBAGE	No	Ordinance
Sherburne	Elk River	58.39.c	Illegal Dumping/Yard Waste Transfer Facility	Misdemeanor	Yes	\$150.00	GARBAGE	No	Ordinance
Sherburne	Elk River	58.39.e.3	Trespass/Yard Waste Transfer Facility	Misdemeanor	Yes	\$500.00	GARBAGE rbage	No	Ordinance
Sherburne	Elk River	58.62.a	License Required Waste Haulers	Misdemeanor	No		GARBAGE	No	Ordinance
Sherburne	Elk River	58.64	Refuse Collection Allowed 0600-1900	Misdemeanor	No		GARBAGE	No	Ordinance
Sherburne	Elk River	58.100.a	Burning of Solid Waste	Misdemeanor	No		GARBAGE	No	Ordinance
Sherburne	Elk River	58.100.c	Dangerous Waste	Misdemeanor	No		GARBAGE	No	Ordinance
Sherburne	Elk River	58.100.d	Hazardous Waste	Misdemeanor	No		GARBAGE	No	Ordinance
Sherburne	Elk River	74.61	Exhibition Driving	Petty Misdemeanor	Yes	\$50.00	TRAFFIC	Yes	Ordinance
Sherburne	Elk River	74.95.a	Angle Parking	Petty Misdemeanor	Yes	\$20.00	PARKING	No	Ordinance
Sherburne	Elk River	74.95.a	Angle Parking - Fine Unpaid/Subsequent Violation	Petty Misdemeanor	Yes	\$40.00	PARKING	No	Ordinance
Sherburne	Elk River	74.96.a	Overtime Parking	Petty Misdemeanor	Yes	\$20.00	PARKING	No	Ordinance
Sherburne	Elk River	74.96.a	Overtime Parking - Fine Unpaid/Subsequent Violation	Petty Misdemeanor	Yes	\$40.00	PARKING	No	Ordinance
Sherburne	Elk River	74.97.a	Nighttime No Parking Zone	Petty Misdemeanor	Yes	\$20.00	PARKING	No	Ordinance
			Nighttime No Parking Zone - Fine Unpaid/Susequent Violation	Petty Misdemeanor	Yes	\$40.00	PARKING	No	Ordinance
Sherburne	Elk River	74.97.a		Petty Misdemeanor	Yes	\$40.00	PARKING	No	Ordinance
Sherburne	Elk River	74.98.b	Parking Vehicle for Sale on City Property	Petty Misdemeanor	Yes	\$20.00	PARKING	No	Ordinance
			Parking Vehicle for Sale on City Property - Fine Unpaid/Subsequent Violation	Petty Misdemeanor	Yes	\$40.00	PARKING	No	Ordinance
Sherburne	Elk River	74.98.b		Petty Misdemeanor	Yes	\$20.00	PARKING	No	Ordinance
Sherburne	Elk River	74.99.b	Employee Parking - City Lots	Petty Misdemeanor	Yes	\$20.00	PARKING	No	Ordinance
			Employee Parking - City Lots - Fine Unpaid/Subsequent Violation	Petty Misdemeanor	Yes	\$40.00	PARKING	No	Ordinance
Sherburne	Elk River	74.99.b		Petty Misdemeanor	Yes	\$20.00	PARKING	No	Ordinance
Sherburne	Elk River	74.100.b	Fire Lane Signage	Petty Misdemeanor	Yes	\$40.00	PARKING	No	Ordinance
Sherburne	Elk River	74.100.b	Fire Lane Signage - Fine Unpaid/Subsequent Violation	Petty Misdemeanor	Yes	\$40.00	PARKING	No	Ordinance
Sherburne	Elk River	74.101.a	Parking on City Street over 24 Hrs.	Petty Misdemeanor	Yes	\$20.00	PARKING	No	Ordinance
			Parkign on City Street over 24 Hrs. - Fine Unpaid/Subsequent Violation	Petty Misdemeanor	Yes	\$40.00	PARKING	No	Ordinance
Sherburne	Elk River	74.101.a		Petty Misdemeanor	Yes	\$20.00	PARKING	No	Ordinance
Sherburne	Elk River	74.102.a	Snow Removal Parking - City Streets	Petty Misdemeanor	Yes	\$40.00	PARKING	No	Ordinance
			Snow Removal Parking - City Streets - Fine Unpaid/Subsequent Violation	Petty Misdemeanor	Yes	\$40.00	PARKING	No	Ordinance
Sherburne	Elk River	74.102.a		Petty Misdemeanor	Yes	\$40.00	PARKING	No	Ordinance
Sherburne	Elk River	74.102.b	Snow Removal Parking - King Ave. Lot	Petty Misdemeanor	Yes	\$20.00	PARKING	No	Ordinance
			Snow Removal Parking - King Ave. Lot - Fine Unpaid/Subsequent Violation	Petty Misdemeanor	Yes	\$40.00	PARKING	No	Ordinance
Sherburne	Elk River	74.102.b		Petty Misdemeanor	Yes	\$20.00	PARKING	No	Ordinance
Sherburne	Elk River	74.123	Parking in Truck Zones	Petty Misdemeanor	Yes	\$20.00	PARKING	No	Ordinance

*an additional surcharge may be added to the fine by the State of Minnesota

Police Fines

County	Jurisdiction	Ordinance and		Degree	Payable Indicator	Base Fine Amount	Offense Code	Certify to	
		Rule Number	Ordinance and Rule Description					DPS Indicator	Category
Sherburne	Elk River	74.155	Snowmobile Requirements	Petty Misdemeanor	Yes	\$50.00	REC	No	Ordinance
Sherburne	Elk River	74.156	Unattended Snowmobile	Petty Misdemeanor	Yes	\$50.00	REC	No	Ordinance
Sherburne	Elk River	74.157.1	Operation ATVs Within City Limits - No ATV Zone	Petty Misdemeanor	Yes	\$50.00	REC	No	Ordinance
Sherburne	Elk River	74.157.2	Operation ATVs Within City Limits - ATV Zone	Petty Misdemeanor	Yes	\$50.00	REC	No	Ordinance
Sherburne	Elk River	74.182	Rec. Veh. Trespass	Misdemeanor	No		REC	No	Ordinance
Sherburne	Elk River	78.51	Water Use Restriction - Second Violation	Petty Misdemeanor	Yes	\$50.00	ZONING	No	Ordinance
Sherburne	Elk River	78.51	Water Use Restriction - Third or More Violation	Petty Misdemeanor	Yes	\$100.00	ZONING	No	Ordinance
Sherburne	Elk River	78.341	Meter Tampering	Misdemeanor	No		HOUSING	No	Ordinance

*an additional surcharge may be added to the fine by the State of Minnesota

	Elk River Municipal Utilities	
	2026 Utilities Fee Schedule	
	ELECTRIC	
	New Residential Electric Connection - Developer - Lot with ERMU water service	\$975.00
	New Residential Electric Connection - Developer - Lot without ERMU water service	\$1,475.00
	New Electric Connection (standard)	\$900.00
	New Electric Connection (non-standard)	100%
	New Wire Footages over 200' (per foot)	\$5.00
	New Service Frost Trenching (per foot)	\$6.00
	New Commercial & Industrial Electric Connection	50%
	Service Upgrades or Additions for Existing Customers	100%
	Minimum Temporary Electric Service Fee - Existing Transformer	\$350.00
	Minimum Temporary Electric Service Fee - Without Existing Transformer	\$1,000.00
	Temporary Electric Service Fee (non-standard)	100%
	Grid Access Fee	5.2056/kW
	Street Light - 30' Decorative Pole with 6' Arm and Cobra Fixture	\$3,400.00
	Street Light - 23' Decorative Pole with Cobra Fixture	\$2,400.00
	Street Light - 14' Decorative Pole with Cobra Fixture	\$5,500.00
	Street Light - 14' Decorative Pole with Acorn Fixture	\$7,500.00
	Security Light - Wood Pole with Fixture	\$975.00
	Security Light - Existing Pole	\$350.00
	Pole Attachment Fee (per pole)	\$15.00
	Meter Installation Fee (per individually metered apartment unit)	\$25.00
	WATER	
	Water Access Charge = Water Connection Charge + Water Availability Charge	\$3,990.00
	Water Connection Charge (Per Plumbing Unit) - Builder	\$3,600.00
	Water Availability Charge (Per Plumbing Unit) - Developer	\$390.00
	Abandoned Water Service (minimum)	\$6,000.00
	Backflow Preventer Device Non-Compliance (per month)	\$100.00
	Deposit for 5/8" Hydrant Meter	\$175.00
	Deposit for 2 1/2" Hydrant Meter	\$1,500.00
	Hydrant Water Sales - Rental (per week)	\$50.00
	Hydrant Water Sales - Units (per 1000 gallons)	3 rd Tier Water Rate \$4.20
	Hydrant Wrench	\$40.00
	Private Hydrant Maintenance Program Monthly Fee	\$5.00
	ADMINISTRATIVE	
	Administrative Fee for Continued Submission of Checks After No-Check Notice Given	\$20.00
	Administrative Fee for Continued Submission of payment on a closed account	\$20.00
	Billable Cost of Materials Markup	15%
	Billable Labor Markup	58%
	Billable Vehicle / Equipment (per hour)	\$50.00
	Commercial Application Fee	\$20.00
	Electric Service Disconnect/Trip Fee - Meter Technician	\$50.00
	Electric Service Disconnect/Trip Fee - Line Crew	\$150.00
	Water Service Disconnect/Trip Fee - Water Operator	\$100.00
	Manual Meter Reading Fee (per month)	\$50.00
	Additional Meter Reading Fee (per month)	\$10.00
	Meter Tampering Fee	\$250.00
	Meter Testing Fee	\$50.00
	NSF Fee	\$30.00
	Penalty Amount	10%
	Photocopies (per page)	\$0.25
	Red Tag Handling Fee	\$20.00
	<i>Federal, state, and local taxes may apply</i>	
	Adopted by the Utilities Commission on November xx, xxxx under authority per Minnesota Statute 412.361	



Resolution 26-15

A Resolution of the City of Elk River Approving Notice of Summary Publication of Ordinance 26-05 Amending the 2026 Master Fee Schedule

WHEREAS, on March 2, 2026, the Elk River City Council adopted Ordinance 26-05 approving the amended 2026 Master Fee Schedule; and

WHEREAS, the enactment of this ordinance establishes fees and charges required by the City Code and to comply with Minnesota Statutes 462.353, sub.4; and

WHEREAS, the 2026 Master Fee Schedule lists fees and charges for Administrative, Financial, Environmental, Planning, Development, Building, Parks and Recreation, Fire, Police, and Elk River Municipal Utility services along with code enforcement violations; and

WHEREAS, a copy of the full text of the ordinance is available for inspection by any person at the Office of the City Clerk, City of Elk River, 13065 Orono Parkway, during regular business hours; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows: by at least four-fifths vote, authorizes the publication of the title and summary of Ordinance 26-05 and that Ordinance 26-05 shall become effective March 2, 2026.

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

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

Passed and adopted this 2nd day of March 2026.

John J. Dietz, Mayor

ATTEST:

Jolene Richter, Deputy City Clerk



Request for Action

To
City Council

Item Number
7.2

Meeting Date
March 2, 2026

Prepared By
Zack Carlton, Community Development Director

Item Description
Ordinance Amendment 26-06 and Conditional Use
Permit: Educational Use, Good Shepherd Lutheran
High School - 630 Freeport Ave NW

Reviewed by
Chris Leeseberg
Cal Portner
Jolene Richter

Action Requested

Adopt, by motion, Ordinance 26-06 adding Educational Institutions as a Conditional Use in the MU-ERP zoning district, Sec. 30-1583.

Approve, by motion, the Conditional Use Permit approving the Educational Use, subject to the following conditions:

1. The City Council must adopt an ordinance adding Educational Institutions as a Conditional Use in the MU-ERP zoning district.
2. Architectural plans will need to be reviewed by the MN Department of Labor and Industry prior to submitting for city building permits.
3. The accessible route and bathroom access for suites 600 and 700 must be updated to comply with the state building code.
4. All costs associated with potential address changes of affected tenants will be the responsibility of the property owner and/or applicant.
5. Any expansion of the school will require an amendment to the Conditional Use Permit.

Background/Discussion

The Planning Commission reviewed the Conditional Use (CUP) on February 24, 2026. The Commission first reiterated its support for an Interim Use Permit (IUP) rather than a CUP. The Commission continues to support its recommendation to add Educational Institutions as an allowed use to the MU-ERP zoning district. There was also some discussion on recommending denial of the CUP application, as they have concerns about allowing the use with a CUP.

The Commission continued its review of the CUP application and recommended approval of the application subject to the conditions outlined in the memo. The motion also asked staff to discuss the merits of an IUP vs. a CUP with the city attorney. With the additional information, they ask the council to holistically review the application and consider permitting the use as an Interim Use.

Staff spoke with the city attorney, who noted that this is not a restriction in state law or city code that would prohibit the city from allowing Educational Institutions as an Interim Use in the subject zoning district. Staff and the city attorney both agree that an IUP is not an appropriate designation for a school. Schools are

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



generally a long-term use for an area and benefit from the security a CUP provides. An IUP is typically reserved for uses that do not have a true long-term compatibility with the area or zoning district.

If the City Council supports the use as an Interim Use, they could make that motion based on the current ordinance amendment application. Their CUP application would have to be denied, as it has not been reviewed or considered as an IUP. Staff have discussed the next steps with the applicant if an IUP is supported. An IUP application could be brought forward for Council consideration as soon as April 6, 2026.

Financial Impact

None

Mission/Policy/Goal

Ethical, efficient, and responsible.

Appropriately govern in an ever-changing environment.

Attachments

1. Planning Commission Memo dated February 24, 2026
2. Ordinance Amendment
3. 7.2 Good Shepherd OA and CUP Presentation
4. Item 7.2 Handout From Applicant



Request for Action

To
Planning Commission

Item Number
6.1

Meeting Date
February 24, 2026

Prepared By
Zack Carlton, Community Development Director

Item Description
Conditional Use Permit: Educational Institution,
Good Shepherd Lutheran High School — 630
Freeport Ave NW

Reviewed by
Chris Leeseberg

Action Requested

Recommend, by motion, approval of the conditional use permit allowing an Educational Institution in the MU-ERP district, subject to the following conditions:

1. The City Council must adopt an ordinance adding Educational Institutions as a Conditional Use in the MU-ERP zoning district.
2. Architectural plans will need to be reviewed by the MN Department of Labor and Industry prior to submitting for city building permits.
3. The accessible route and bathroom access for suites 600 and 700 must be updated to comply with the state building code.
4. All costs associated with potential address changes of affected tenants will be the responsibility of the property owner and/or applicant.
5. Any expansion of the school will require an amendment to the Conditional Use Permit.

Background/Discussion

The applicant, Good Shepherd Lutheran High School, has requested approval of a Conditional Use Permit (CUP) to establish an *Educational Institution* (school) at 630 Freeport Ave NW. The school use is not currently allowed in the zoning district, and prior to full approval, the City Council must adopt an ordinance that permits the use for the subject site. Without this approval, the CUP cannot be approved.

The Planning Commission held a public hearing on January 24, 2026. The full meeting summary is included in the attached City Council staff report dated February 17, 2026. At the conclusion of the hearing, the Planning Commission voted unanimously to add *Educational Institutions* as an Interim Use in Subzone C of the MU-ERP zoning district. The Commission also continued the CUP discussion to February 24, 2026,

Since the Planning Commission, staff and the city attorney have discussed the action from the commission meeting and do not believe that classifying a school as an interim use is appropriate. Conditional Use Permits are for ongoing uses, like schools, business, government facilities, etc. However, Interim Use Permits (IUPs) are used for temporary/short-term needs of a specific property. Examples from past activities in the city include temporary classroom trailers, short-term use of a single-family home for multifamily uses, parking lots for model homes, compost sites, and home occupations. A school is generally a long-term use that should receive the benefit of surety that a CUP provides rather than a definitive end date included with an IUP.

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The City Council held a public hearing on February 17, 2026, to receive public comments on the ordinance amendment. The City Council continued the public hearing to March 2, 2026, where they will again receive testimony on the ordinance amendment and the CUP applications. As the Planning Commission has already made a recommendation regarding the ordinance amendment, the remaining discussion will relate to the CUP.

Site and Building Plans

The proposed use is located within an existing building that is currently served by city sewer and water. No exterior modifications to the building or site are proposed. The school is approximately 19,000 square feet and includes space for classrooms, gym/recreation, office, and cafeteria. Plans indicate that the space will be separated from other uses within the building, which does impact suites 600 and 700. Currently, these units utilize the bathrooms that are within the proposed school and the accessible route from the front door may also be impacted. To ensure that these units continue to meet state building codes, staff have included a condition that the plans for suites 600 and 700 must be updated within our building files.

As a result of the proposed plan, the established addresses of the building/tenants will no longer work. All costs associated with potential address changes of affected tenants will be the responsibility of the property owner and/or applicant.

The site had previously been used for a movie theater and has ample parking available to support the school use, even at full capacity of 120 students, where 46 stalls would be required.

Applicable Regulations

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 school will operate entirely within an existing commercial structure. No outdoor modifications or uses are proposed. Hours of operation are consistent with other commercial uses in the area. The proposed use will not endanger, injure, or detrimentally affect the use and enjoyment of nearby properties 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, which 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 as the City Council has determined that the educational use is appropriate for the commercial district.

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.

As there are no vacant properties in the area, the site is already developed, and the proposed use does not require changes that would limit future development options for adjacent parcels, the proposed use will not impede the normal and orderly development and improvement of surrounding vacant or developed properties.

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 proposed use is low-intensity and will not generate traffic inconsistent with a commercial area. Adequate on-site parking is provided, and traffic access will not cause congestion or interfere with adjacent public roadways. The site is adequately served by existing public facilities and services, including streets, police and fire protection, drainage, refuse disposal, water, and sanitary sewer systems.

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 will not involve activities, materials, or conditions of operation that would be detrimental to persons or property due to excessive traffic, noise, smoke, fumes, glare, odors, dust, or vibrations. All education activities will be conducted during normal business hours.

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

6. Will not result in the destruction, loss or damage of a natural, scenic or historic feature of major importance. No site work is being proposed. The proposal will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of major importance, as no site alterations or land disturbance are proposed.

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

7. Will fully comply with all other requirements of this Code, including any applicable requirements and Standards for the issuance of a license or permit to establish and operate the proposed use in the city. The proposed use will comply with all applicable requirements of the City Code, including zoning regulations permitting, subject to compliance with the conditions of approval outlined below.

Staff have included three conditions to ensure the use is permitted in the zoning district and that it does not impact the operation of other uses within the building.

Financial Impact

None.

Mission/Policy/Goal

Reflect the culture of citizens and what is important.
Appropriately govern in an ever-changing environment.

Attachments

I. City Council Staff report dated 2-17-2026



Request for Action

To
City Council

Item Number
7.4

Meeting Date
February 17, 2026

Prepared By
Zack Carlton, Community Development Director

Item Description
Ordinance Amendment and Conditional Use Permit:
Educational Use, Good Shepherd Lutheran High
School — 630 Freeport Ave NW

Reviewed by
Jared Shepherd
Cal Portner
Jolene Richter

Action Requested

Direct staff to prepare an ordinance adding *Educational Institutions* as an allowed use in the MU-ERP zoning district for consideration on March 2, 2026.

or

Direct staff to prepare a resolution making findings of fact denying the requested ordinance amendment for consideration on March 16, 2026.

and

Continue the public hearing for the Conditional Use Permit request to March 2, 2026, as the Planning Commission has not made a recommendation. The Planning Commission will review the application on February 24, 2026.

Background/Discussion

The applicant, Good Shepherd Lutheran High School, has requested adoption of an ordinance amendment that would add *Educational Institutions* as a conditional use in the Mixed Use Elk River Plaza (MU-ERP) zoning district. The zoning district is a former Planned Unit Development (PUD) district that had the PUD agreement added to city codes in 2010. The zoning district is divided into three separate areas: multifamily residential, single-family residential, and commercial. Each of these areas are distinct in their location within the district and act as separate districts with their own allowed uses. The proposed amendment would apply to the commercial section as the proposed building site is within the commercial section of the MU-ERP zoning district.

Commercial districts, especially those along major highways, support retail and commercial uses, providing employment and economic opportunities throughout the community. Educational uses do not appear to support the goals of commercial districts, and based on that analysis, staff do not recommend approval of the amendment.

The associated Conditional Use Permit (CUP) application cannot be approved without the ordinance amendment.

The Elk River Vision

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



Planning Commission

The Planning Commission held a public hearing on January 27, 2026. The Planning Commission discussed the pros and cons of having a school in the commercial district. They discussed the way different commercial uses compliment each other when located close to one another, the conflicts with tobacco and liquor sales, and whether a school use in the district would limit allowed businesses from locating in the area.

The applicant, Melissa Lamkin, noted that she was the director of the school and believes the school would have a positive impact on the community. She shared their growth potential in expanding from the current enrollment of 32 students up to 120 students in the proposed space. She also noted that their goal is to eventually own their own building and property. When asked by a commissioner about locating in a commercial district, she stated this would be an opportunity to impact nearby businesses and learn from the business owners.

Additionally, numerous individuals spoke in support of the school and the ordinance amendment. They believe the school is a great benefit to the community, that it will help attract new residents, and that it may benefit the nearby businesses by bringing more people to the area daily and providing students with places to eat near the school. Adam Price, the building owner, also spoke in support of the application, stating that in his opinion, the use could be classified as a religious institution which is already allowed in the district.

A nearby business owner questioned how the property tax would be calculated if a school moved into the building. His concern was that it would reduce the taxes and create a precedent for other commercial building owners to follow and reduce their property tax bill. He stated that in speaking with the Sherburne County Assessor, tenants can appeal the tax class to be tax-exempt.

The Planning Commission then closed the public hearing and discussed allowing the use as an Interim Use, rather than a Conditional Use. They noted that the current lease was for 10-years and that an IUP could be tied to the lease. The commissioners quickly supported the idea of amending the ordinance to allow schools as an interim use, noting that the current application was only signing a 10-year lease. Staff noted that applicants would have the right, in the future, to apply for an amendment to an approved Interim Use Permit (IUP), allowing expansion of the allowed space or a time extension.

The Planning Commission voted unanimously to add *Educational Institutions* as an Interim Use in Subzone C of the MU-ERP zoning district. They also continued the CUP discussion to February 24, 2026, pending the City Council's action on the ordinance amendment.

Since the Planning Commission, staff and the city attorney have discussed the action from the commission meeting and do not believe that classifying a school as an interim use is appropriate. Conditional Use Permits (CUPs) are for ongoing uses, like schools, business, government facilities, etc. However, Interim Use Permits (IUPs) are used for temporary/short term needs of a specific property. Examples from past activities in the city include temporary classroom trailers, short-term use of a single-family home for multifamily uses, parking lots for model homes, compost sites, and home occupations. A school is generally a long-term use that should receive the benefit of surety that a CUP provides rather than a definitive end date included with an IUP.

Staff continue to recommend denial of the ordinance amendment to allow Educational Institutions in the MU-ERP zoning district. The city does not have a large supply of available commercial spaces and the existing commercial areas should be preserved to provide opportunity for new and expanding commercial ventures within the city. Additionally, while staff fully support education and want to see a variety of educational opportunities within the community, the expected growth from the specific use may push them beyond the current leased space and into nearby commercial spaces as they become available. Further expanding an initially small footprint in a district that generally does not support schools is very similar to the experience the city experienced with the growth of Spectrum School. Their use began in one building in the industrial

park, as a temporary use until they could find their own property and building, and now occupies three separate buildings for a total of 140,000 SF of industrial/business park space.

Recommended Action

Staff recommend denial of the ordinance amendment as the proposed use is not consistent with the commercial district.

If the City Council supports the amendment, staff recommends allowing the use as a Conditional Use as it is the most appropriate way to allow educational institutions in the district.

Whichever direction the City Council chooses, staff will return on March 2nd with the ordinance amendment document or March 16 with a resolution of denial for adoption.

Finally, the CUP application is still under review. The Planning Commission did not review or discuss the CUP specifics and continued their discussion to February 24, 2025. The City Council may not take action on that application and in order to provide an expedient resolution for the applicant, staff recommend continuing the public hearing to March 2, 2026.

Financial Impact

None

Mission/Policy/Goal

Ethical, efficient, and responsible.

Appropriately govern in an ever-changing environment.

Attachments

1. Planning Commission Memo dated February 24, 2026
2. Presentation



Request for Action

To
Planning Commission

Item Number
5.4

Meeting Date
January 27, 2026

Prepared By
Zack Carlton, Community Development Director

Item Description
Ordinance Amendment and Conditional Use Permit:
Educational Use, Good Shepherd High School - 630
Freeport Ave NW

Reviewed by
Chris Leeseberg

Action Requested

Recommend, by motion, denial of the proposed ordinance amendment to add Educational Institutions as an allowed use in the MU-ERP zoning district as the use is not consistent with the goals and intended purpose of a commercial area.

Recommend, by motion, denial of a Conditional Use Permit for an Educational Institution as it is not an allowed use in the MU-ERP zoning district.

Background/Discussion

The applicant, Good Shepherd Lutheran High School, has requested adoption of an ordinance amendment that would add Educational Institutions as a conditional use in the Mixed Use Elk River Plaza (MU-ERP) zoning district. The zoning district is a former Planned Unit Development (PUD) district that had the PUD agreement added to city codes in 2010. The zoning district is divided into three separate areas: multifamily residential, single-family residential, and commercial. Each of these areas are distinct in their location within the district and act as separate districts with their own allowed uses. The proposed amendment would apply to the commercial section as the proposed building site is within the commercial section of the MU-ERP zoning district.

Commercial districts, especially those along major highways, support retail and commercial uses, providing employment and economic opportunities throughout the community. Educational uses do not appear to support the goals of commercial districts, and based on that analysis, staff do not recommend approval of the amendment.

The associated Conditional Use Permit application cannot be approved without the ordinance amendment.

If the Planning Commission supports the proposed ordinance amendment, staff requests a formal recommendation for the ordinance amendment and continue the discussion of the Conditional Use Permit to February 24, 2026. This will allow the City Council to act on the ordinance amendment on February 17, 2026, and provide staff with additional time to review the CUP in more detail.

The Elk River Vision

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



Financial Impact

None.

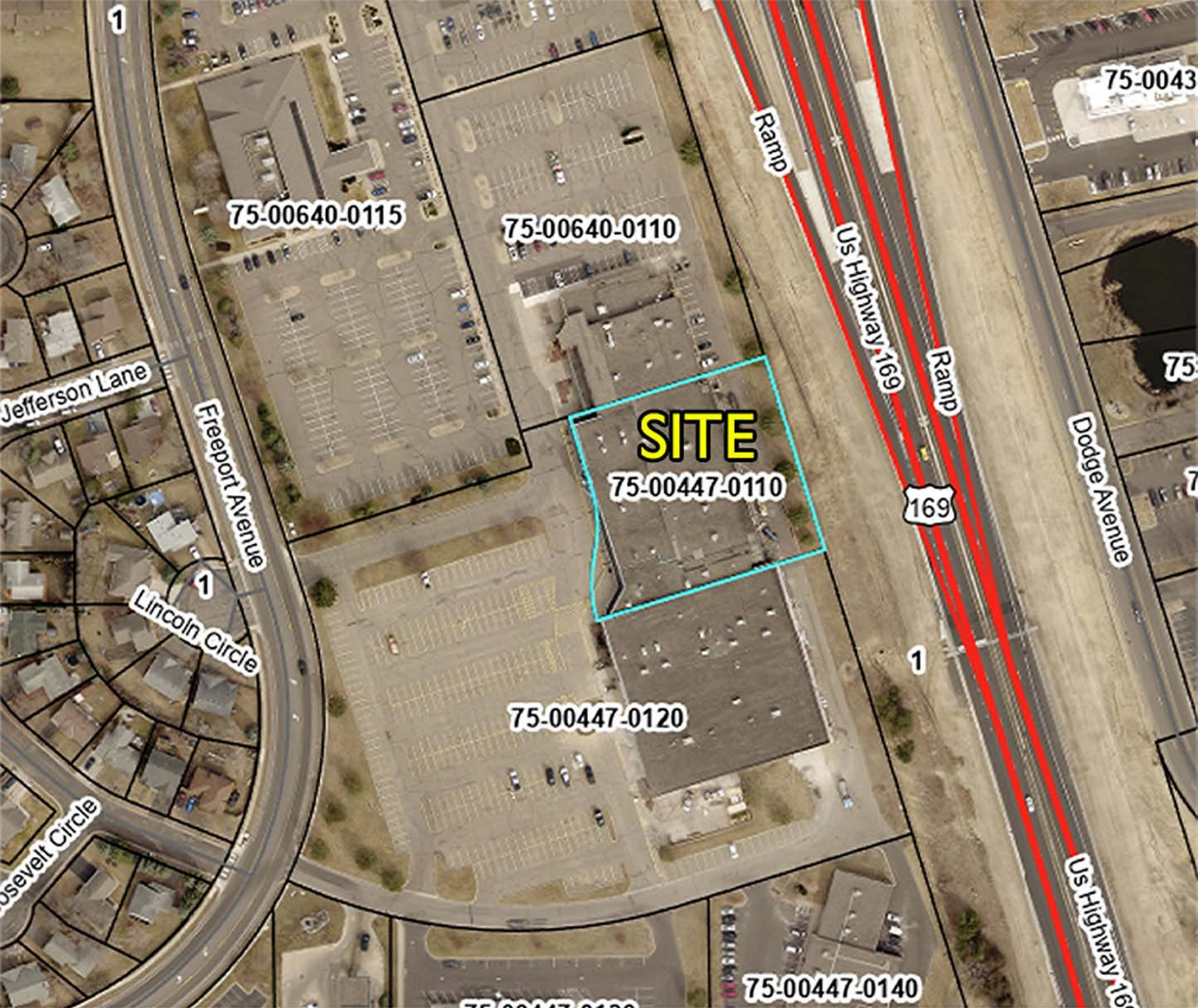
Mission/Policy/Goal

Responsibly grow.

Ethical, efficient, and responsible.

Attachments

1. Location Map
2. Allowed Uses in MU-ERP District
3. MU-ERP Zoning Map
4. Applicant's Narrative
5. Building Plans dated 12-5-2025



Project Location Map

Good Shepherd Lutheran

Ordinance Amendment and
Conditional Use Permit

Case No: ●A 25-11 & CU 25-16

- (a) *Purpose.* The purpose of the mixed use Elk River plaza district is to codify the planned unit development into a single zoning district with three subsections: Commercial, single-family, and multiple-family.
- (b) *Subzone A. Multiple-family residential.*
 - (1) Permitted uses are as follows:
 - a. Residential, multiple family.
 - b. Residential, single family.
 - c. Townhouse, attached.
 - (2) Accessory uses are as follows:
 - a. Accessory structures.
 - b. Public shelters.
 - c. Residential occupations.
- (c) *Subzone B. Single-family residential.*
 - (1) Permitted uses are as follows:
 - a. Single-family residential.
 - (2) Accessory uses are as follows:
 - a. Accessory structures.
 - b. Residential occupations.
- (d) *Subzone C. Commercial.*
 - (1) Permitted uses are as follows:
 - a. Business and professional offices.
 - b. Class I restaurants.
 - c. Nurseries, produce markets, and garden centers, which may include outdoor display.
 - d. Outpatient health care facilities.
 - e. Personal service establishments.
 - f. Physical recreation or training.
 - g. Public parks.
 - h. Retail shops and stores.
 - i. Sale of firearms.
 - j. Zero lot line development.
 - (2) Accessory uses are as follows:

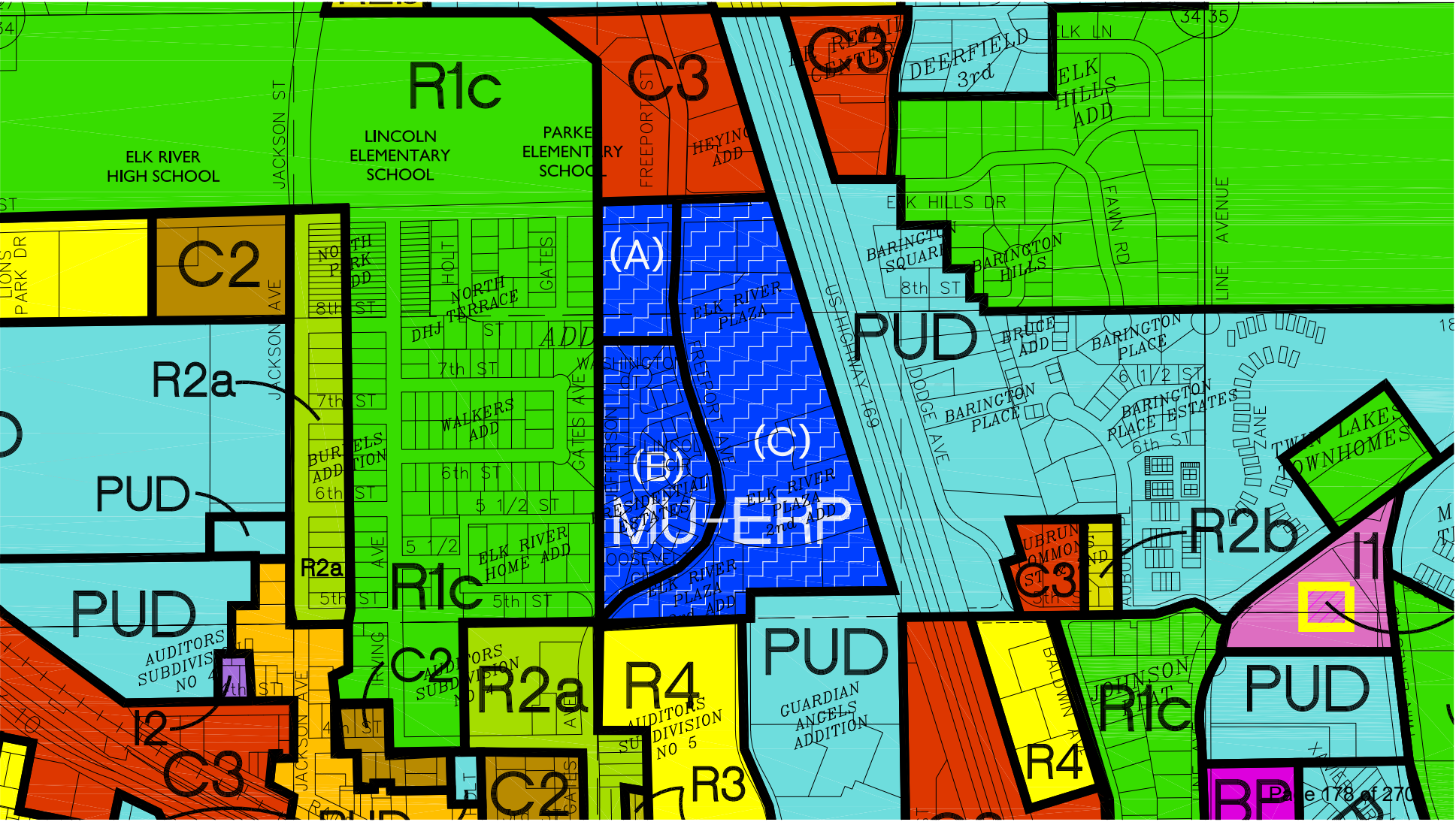
- a. Off-street parking facilities.
- b. Off-street parking facilities.
- c. Public shelters.

(3) Conditional uses are as follows:

- a. Carwashes.
- b. Class II restaurants.
- c. Commercial recreation, outdoor.
- d. Commercial recreational facilities, indoor.
- e. Dry cleaning establishment.
- f. Enclosed light manufacturing with related retail sales.
- g. Equipment rental businesses with no outdoor storage.
- h. Financial institutions.
- i. Funeral parlors.
- j. Governmental offices.
- k. Health care facilities, outpatient.
- l. Licensed day care facilities.
- m. Motor vehicle specialty shops.
- n. Nonprofit clubs, lodges, or halls.
- o. On-sale liquor establishments.
- p. Pawnshops (250-foot setback from any residential zone and 500-foot setback from schools, parks, day care centers, churches, and other pawnshops, measured from the property line).
- q. Produce markets.
- r. Religious institutions.
- s. Sauna establishments.
- t. Shopping centers.
- u. Veterinary clinics.

(Ord. No. 10-08, § 1, 6-21-2010; Ord. No. 15-34, § 1, 12-21-2015; Ord. No. 16-07, § 3, 4-18-2016; Ord. No. 16-10, § 1, 5-16-2016; Ord. No. 19-01, § 1, 1-22-2019; Ord. No. 19-12, § 1, 6-3-2019; Ord. No. 19-15, § 13, 8-19-2019; Ord. No. 20-03, § 3, 3-16-2020; Ord. No. 23-24, § 10, 11-20-2023)

Editor's note— Section 1 of Ord. No. 10-08, adopted June 21, 2010, set out a provision designated as § 30-1600. For stylistic purposes and at the discretion of the editor, this provision has been redesignated as § 30-1584.



Legal Description of Property

We are proposing the development of a new Christian high school facility designed to support academic, spiritual, and community growth. The project includes classroom spaces, a multi-purpose worship and assembly area, administrative offices, and dedicated rooms for science, technology, and the arts. The proposed facility will provide a safe, functional, and faith-centered environment for students in grades 9–12, allowing us to expand our enrollment capacity and enhance the educational services we offer to families in the community.

We ask that Section 30-635 of the City Municipal Code be amended to permit the operation of a high school educational facility at 630 Freemont Ave NW, Elk River, recognizing the school's commitment to educational excellence, community service, and responsible land use consistent with the City's comprehensive plan.

A Written Narrative see [Description of Project Narrative](#)

Project Narrative – GSL High School

Detailed Description / Scope of Project:

GSL High School is a small Christian high school seeking to expand and formalize its facility to better serve its students and the community. The project includes the use of the existing building for educational purposes, along with interior modifications to optimize classroom, office, and multi-purpose space usage. The goal is to provide a safe, functional, and faith-centered learning environment for students in grades 9–12.

Proposed Project:

The proposal is to operate a private Christian high school within the existing building footprint. The facility will include classrooms, administrative offices, and a multi-purpose assembly/worship area.

Consistency with City of Elk River Comprehensive Plan:

The project aligns with the City of Elk River Comprehensive Plan by supporting educational services, community development, and family-oriented uses. The school promotes lifelong learning, civic engagement, and community values, contributing to the social and cultural objectives outlined in the plan.

Hours of Operation:

- Monday–Friday: 8:30 AM – 3:00 PM

- Occasional evening/weekend events for school-related activities (e.g., parent meetings, performances, community events)

Number of Employees:

- 2 Full-Time Staff
- 5 Part-Time Staff

Parking:

- Existing parking: 20 stalls
- No additional stalls are required; current parking accommodates staff, students, and visitors.

Site Screening:

- Landscaping and natural screening exist on-site.

Proposed Building Materials:

- Interior: Steel framing, commercial-grade flooring, acoustical ceiling tiles, and impact-resistant surfaces for high-traffic areas

Compliance with Design Standards:

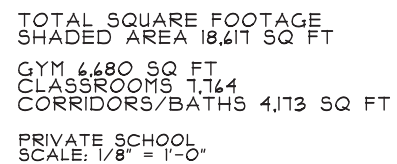
All proposed materials meet or exceed Elk River design and building code standards, ensuring safety, durability, and an appearance compatible with surrounding structures.

Signage:

- Separate permits will be obtained for each sign
- Proposed: 2 exterior signs identifying the school
- Size: To comply with city regulations
- Location: Front and back of the building
- Type: Non-illuminated channel letters as permitted

Outdoor Storage:

- No significant outdoor storage is planned.





Ordinance 26-06

An Ordinance Amending Chapter, 30-1584, MU-ERP mixed use Elk River Plaza district of the City of Elk River, Minnesota, City Code

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

SECTION 1. That § **30-1584**, MU-ERP mixed use Elk River Plaza district of the City of Elk River Code of Ordinances shall be amended to read as follows:

Sec. 30-1584 (d) (3) MU-ERP mixed use Elk River Plaza district, Subzone C.

d) *Subzone C. Commercial.*

3) Conditional uses are as follows:

- a. Carwashes.
- b. Class II restaurants.
- c. Commercial recreation, outdoor.
- d. Commercial recreational facilities, indoor.
- e. Dry cleaning establishment.
- e.f. Educational Institutions.
- f.g. Enclosed light manufacturing with related retail sales.
- g.h. Equipment rental businesses with no outdoor storage.
- h.i. Financial institutions.
- i.j. Funeral parlors.
- j.k. Governmental offices.
- k.l. Health care facilities, outpatient.
- l.m. Licensed day care facilities.
- m.n. Motor vehicle specialty shops.
- n.o. Nonprofit clubs, lodges, or halls.
- o.p. On-sale liquor establishments.
- p.q. Pawnshops (250-foot setback from any residential zone and 500-foot setback from schools, parks, day care centers, churches, and other pawnshops, measured from the property line).

- ~~q.r.~~ Produce markets.
- ~~r.s.~~ Religious institutions.
- ~~s.t.~~ Sauna establishments.
- ~~t.u.~~ Shopping centers.
- ~~u.v.~~ Veterinary clinics.

SECTION 2. That this ordinance shall take effect upon adoption and be published as provided by law.

Passed and adopted by the City Council of the City of Elk River this 2nd day of March 2026.

John J. Dietz, Mayor

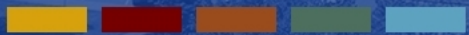
ATTEST:

Jolene Richter, Deputy City Clerk

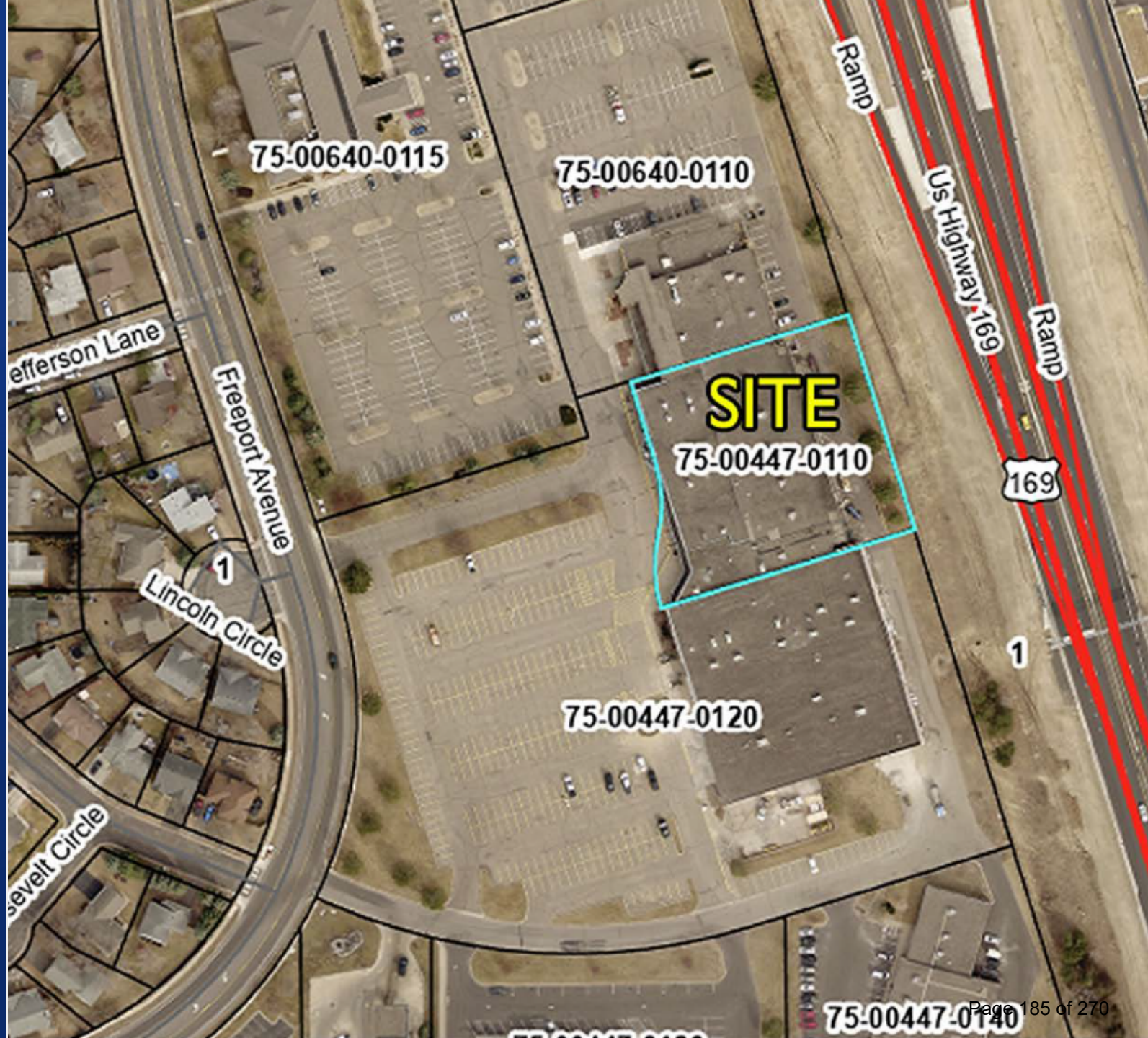


Good Shepherd High School

Conditional Use Permit



Location Map



Background

- Applicant proposes establishing a school in the MU-ERP district
- Educational Uses are not permitted
 - Requires an ordinance amendment
- CUP requires approval of the ordinance amendment prior to approval
 - OA included as condition of approval

Planning Commission

- PH held on Jan 27, 2026
- Applicant outlined their project and believes the school will have positive impact on the community
- Numerous others spoke in support of the school and use
- Nearby business owner questioned property tax implications
- Public hearing was closed by the PC

PC Action

- PC recommended adding schools as an Interim Use
- Staff and city attorney share concerns with IUP
 - Intended for short term or temporary solutions
 - Schools are a long-term venture and better suited for a CUP – without an expiration date

City Council

- Council held a PH on Feb 17th
- Received comments from the public
- Hearing was continued to March 2nd

PC Action

- **Feb 24 – PC reiterated their support for IUP**
 - **Prefer IUP to end when applicant vacates**
 - **Allowed use in the district, anyone could apply**
 - **PC wanted clarification on legal precedent**
 - **City is not prohibited by law to allow as an IUP**
- **While the PC maintains their recommendation for an IUP they recommended approval of CUP to not holdup process if CC agreed**



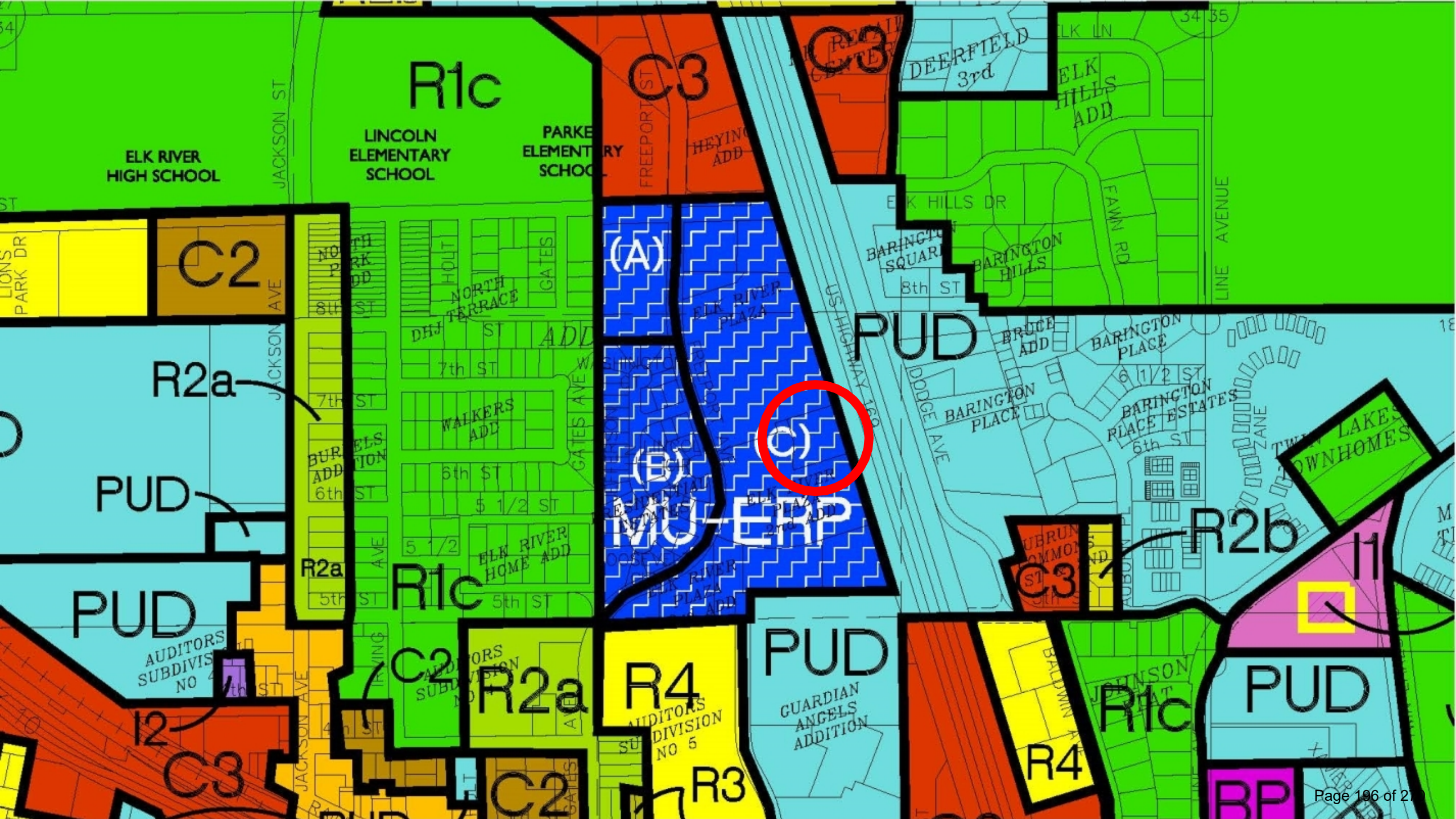


Action Requested

- **Adopt, by motion, ordinance 26-06 adding Educational Institutions as a Conditional Use in the MU-ERP zoning district**
- **Approve, by motion, the CUP subject to the conditions noted in the memo**

Zoning

- **MU-ERP was a PUD that was codified into ordinance**
 - **Mixed Use Elk River Plaza**
- **The allowed uses are separated into three subzones**
 - **Subzone A – Multifamily Residential**
 - **Subzone B – Single-Family Residential**
 - **Subzone C – Commercial**
- **Ordinance amendment would impact subzone C.**



R1c

C3

C3

DEERFIELD 3rd

ELK HILLS ADD

ELK RIVER HIGH SCHOOL

LINCOLN ELEMENTARY SCHOOL

PARKE ELEMENTARY SCHOOL

HEYING ADD

C2

(A)

(C)

(B)

MULLERP

PUD

R2a

PUD

PUD

R2a

R1c

R2a

R4

PUD

GUARDIAN ANGELS ADDITION

R3

C2

C3

C3

R2b

11

PUD

R1c

R4

BP

Amendment

- Area is guided for commercial uses
 - Support jobs, retail, and service-related uses
 - Shops, restaurants, offices, medical, bank, etc.
 - Growth may require additional space in the future.
- Educational (school) related use is not compatible with the goals of the district.
 - Educational uses are generally allowed in residential districts.
 - Change does not support goals of the district.

Teacher Evaluation Description

Spectrum's Teacher Development and Evaluation Plan is designed to boost student achievement by supporting and enhancing the skills of qualified teachers through effective instructional practices. Adopting a growth-oriented model, the plan positions principals as coaches who collaborate with teachers using domain-specific rubrics to establish performance standards, set individual goals, and track progress. Teachers are categorized along a professional learning continuum with three phases—Standards of Performance, Growth Model, and Teacher Leader—tailored to their experience and needs. The process includes initial goal-setting meetings, regular mini-observations, debrief discussions, mid-year reviews, and end-of-year summative evaluations to foster continuous improvement and alignment with Minnesota's Standards of Effective Practice. The links below provide more detailed information about the teacher evaluation process.

[Teacher Evaluation Rubric](#)

[Teacher Professional Development Evaluation Plan](#)

SECTION VI. SCHOOL ENROLLMENT AND RETENTION

School Admissions, Lottery, and Enrollment Procedures:

The admissions, lottery and enrollment process can be found in Spectrum's [Admission and Enrollment Policy](#).

Enrollment is a critical element in maintaining a healthy school environment. For the past 19 years, Spectrum has maintained and often exceeded its projected enrollment numbers. The following enrollment information summarizes Spectrum's enrollment for the 2024-2025 school year.

Student Enrollment															
	Grade Levels														
School Year	PK	K	1	2	3	4	5	6	7	8	9	10	11	12	Total # Students
2022-2023	N/A	N/A	N/A	N/A	N/A	N/A	N/A	134	135	148	125	106	126	99	873
2023-2024	N/A	N/A	N/A	N/A	N/A	N/A	N/A	124	143	145	136	127	101	95	871
2024-2025	N/A	N/A	N/A	N/A	N/A	N/A	N/A	147	143	148	145	133	128	96	940
2025-2026	N/A	N/A	N/A	N/A	N/A	N/A	67	124	146	144	128	138	120	116	983

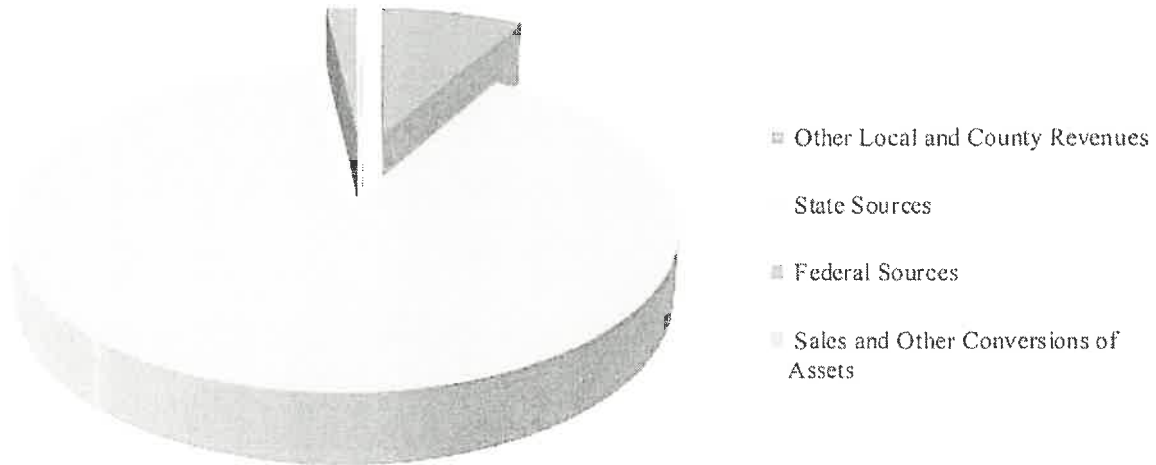
Source: Spectrum Schools 2024-2025 Annual Report

SPECTRUM HIGH SCHOOL
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED JUNE 30, 2025

FINANCIAL ANALYSIS OF THE SCHOOL'S FUNDS (Continued)

The fund balance of the General Fund increased by \$17,493 (0.6 percent). Revenues increased approximately 10.1 percent from the prior year, while expenditures increased approximately 10.6 percent. Operations were generally consistent with the prior year.

General Fund Revenues



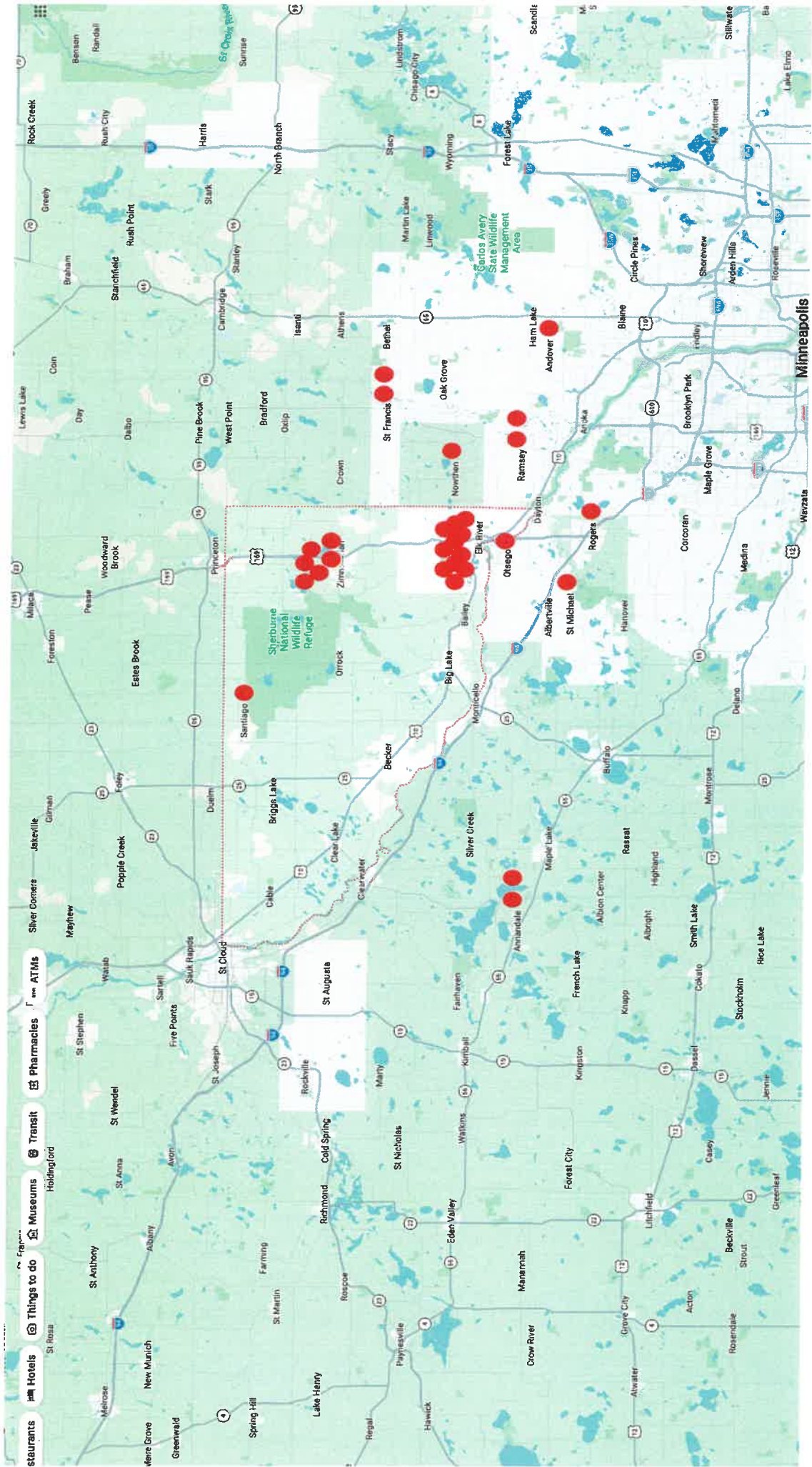
The School receives the vast majority of its funding in the General Fund from the State of Minnesota (90 percent), which is subject to fluctuation based on the number of pupils served by the School and changes in State legislation. In addition, the School receives approximately 8 percent of its General Fund revenues from Other Local and County Revenues and 2 percent from Federal sources.

**Source: Spectrum Audited Financial Statements
Year Ended June 30, 2025**

Spectrum High School
Elk River, MN
Statement of Revenues and Expenditures - Preliminary
June 30, 2025

	FY 2025 Original Budget 905 ADM	FY 2025 Revised Budget 881 ADM	Year to Date Activity	Percent of Revised Budget	Notes
Expenditures					
Salaries and wages	\$ 4,777,368	\$ 4,705,157	\$ 4,618,101	98.2%	
Employee benefits	1,313,845	1,331,184	1,312,780	98.6%	
Contracted services	574,860	475,788	466,820	98.1%	
Communication services	57,200	55,632	53,649	96.4%	
Postage	1,500	750	986	131.5%	
Utilities (includes athletic fields)	187,300	159,600	162,767	102.0%	
Property and liability insurance	76,360	76,360	76,793	100.6%	
Repairs and maintenance	88,900	40,000	38,603	96.5%	
Contracted transportation	626,250	626,250	616,334	98.4%	
Staff development and staff training	15,900	50,000	49,184	98.4%	
Student field trips	10,600	10,600	10,697	100.9%	
Building lease	1,700,131	1,699,831	1,699,831	100.0%	
Other rentals and operating leases	12,600	12,600	11,893	94.4%	
Non-instructional supplies and materials	154,400	140,500	142,920	101.7%	
Curriculum materials, supplies and textbooks	142,700	173,487	232,782	134.2%	
Building/land improvements	-	-	173,792	0.0%	
Furniture and other equipment	20,000	42,487	97,542	229.6%	
Pupil transportation vehicle	-	-	9,800	0.0%	
Technology equipment	60,000	60,000	93,664	156.1%	
Loan principal and interest payments	57,762	19,254	19,254	100.0%	
Dues and memberships fees	81,300	44,028	78,192	177.6%	
Athletic program expenditures	620,500	585,000	578,094	98.8%	
Q-comp expenses	229,100	225,800	190,016	84.2%	
Scholarship expenditures	13,700	16,800	16,800	100.0%	
State special ed expenditures	871,400	939,249	940,124	100.1%	
Federal Title I expenditures	15,000	25,586	25,586	100.0%	
Federal Title II expenditures	8,600	12,358	12,358	100.0%	
Federal Title IV expenditures	10,100	-	-	0.0%	
Federal special education program	114,800	147,464	147,464	100.0%	
Transfer to food service fund	36,200	31,010	-	0.0%	
Subtotal expenditures	11,878,376	11,706,774	11,876,829	101.5%	
Total expenditures	\$ 11,878,376	\$ 11,706,774	\$ 11,876,829	101.5%	
General fund net income	\$ 12,678	\$ (0)	\$ 260,461		

School Year Ending 2025 = 940 Students
Averages around \$655 per student for transportation





Request for Action

To
City Council

Item Number
8.1

Meeting Date
March 2, 2026

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

Item Description
Intergovernmental Fund Loan Resolution 26-16 -
Aerial Fire Truck

Reviewed by
Lori Stich
Cal Portner
Jolene Richter

Action Requested

Approve, by Resolution 26-16, an interfund loan (Building Reserve to Fire) for an aerial apparatus for \$2,058,746 with a 15-year (or 20) amortization schedule at 4% interest.

Background/Discussion

Fire admin will be traveling to Pierce Manufacturing in the first week of March for the final review of our new aerial. The aerial fire truck final payment due is \$2,058,746.34.

We have enough fund balance in the Building Reserve Fund to cover the cost. Using this fund allows us to capture the interest of the internal loan. A 15-yr loan at 4% interest would be an annual payment of \$142,739.72. A similar loan over 20 years would be \$107,054.79. This will be added to the fire department budget paid through the annual tax levy.

The truck is expected to have a 25–30-year lifecycle. Staff will deduct from the loan an amount equal to what is received through auction for the existing aerial.

Financial Impact

The Building Reserve Fund has a balance of \$6,689,363.

Mission/Policy/Goal

Responsible for every dollar - good stewards.

Attachments

1. Fire Ladder Truck - Interfund Loan - 20yr Term
2. Fire Ladder Truck - Interfund Loan - 15yr Term
3. INV E00268 02122026

The Elk River Vision

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





**City of Elk River
City Council**

Resolution 26-_____

**A Resolution of the City Council of the City of Elk River Authorizing an Interfund
Loan for Fire Aerial Apparatus Purchase**

WHEREAS, the city has determined the need for replacing the fire aerial apparatus.

WHEREAS, the city is requesting an interfund loan in the amount of \$2,058,746 from the Building Reserve Fund to pay for the fire aerial apparatus.

WHEREAS, it is deemed in the best interest of the community to approve the interfund loan to finance the purchase of the fire aerial apparatus.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows: authorizes the interfund loan for the fire aerial apparatus, subject to the following requirements:

1. The principal amount of the loan will be \$2,058,746.
2. There will be interest charged on the loan at an annual rate of 4%.
3. The loan balance will be repaid in annual installments according to the amortization schedule identified in **Exhibit A** over a 20-year term.
4. The first payment will be made in 2027.
5. There will be no prepayment penalty.

Passed and adopted this 2nd day of March 2026.

John J. Dietz, Mayor

ATTEST:

Jolene Richter, Deputy Clerk

Exhibit A

Interfund Loan (Building Reserve to Fire)

Dated:	4/1/2026	Payable to:	City of Elk River-Building Reserve
Amount:	\$2,058,746	Due:	December
Interest Rate:	4.0%	Maturity:	12/1/2046

Term: 20 yr. - Annual Amortization

Payments: Annual Principal & Interest Starting 12/1/2027

<u>Payment Period</u>	<u>Total Payment</u>	<u>Principal</u>	<u>Interest</u>	<u>Unpaid Balance</u>	<u>Date Paid</u>	<u>Payments Remaining</u>
4/1/26				\$2,058,746.00		20
12/1/27	\$185,287.14	102,937.30	82,349.84	1,955,808.70		19
12/1/28	\$181,169.65	102,937.30	78,232.35	1,852,871.40		18
12/1/29	\$177,052.16	102,937.30	74,114.86	1,749,934.10		17
12/1/30	\$172,934.66	102,937.30	69,997.36	1,646,996.80		16
12/1/31	\$168,817.17	102,937.30	65,879.87	1,544,059.50		15
12/1/32	\$164,699.68	102,937.30	61,762.38	1,441,122.20		14
12/1/33	\$160,582.19	102,937.30	57,644.89	1,338,184.90		13
12/1/34	\$156,464.70	102,937.30	53,527.40	1,235,247.60		12
12/1/35	\$152,347.20	102,937.30	49,409.90	1,132,310.30		11
12/1/36	\$148,229.71	102,937.30	45,292.41	1,029,373.00		10
12/1/37	\$144,112.22	102,937.30	41,174.92	926,435.70		9
12/1/38	\$139,994.73	102,937.30	37,057.43	823,498.40		8
12/1/39	\$135,877.24	102,937.30	32,939.94	720,561.10		7
12/1/40	\$131,759.74	102,937.30	28,822.44	617,623.80		6
12/1/41	\$127,642.25	102,937.30	24,704.95	514,686.50		5
12/1/42	\$123,524.76	102,937.30	20,587.46	411,749.20		4
12/1/43	\$119,407.27	102,937.30	16,469.97	308,811.90		3
12/1/44	\$115,289.78	102,937.30	12,352.48	205,874.60		2
12/1/45	\$111,172.28	102,937.30	8,234.98	102,937.30		1
12/1/46	\$107,054.79	102,937.30	4,117.49	0.00		0



**City of Elk River
City Council**

Resolution 26-__

**A Resolution of the City Council of the City of Elk River Authorizing an Interfund
Loan for Fire Aerial Apparatus Purchase**

WHEREAS, the city has determined the need for replacing the fire aerial apparatus.

WHEREAS, the city is requesting an interfund loan in the amount of \$2,058,746 from the Building Reserve Fund to pay for the fire aerial apparatus.

WHEREAS, it is deemed in the best interest of the community to approve the interfund loan to finance the purchase of the fire aerial apparatus.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows: authorizes the interfund loan for the fire aerial apparatus, subject to the following requirements:

1. The principal amount of the loan will be \$2,058,746.
2. There will be interest charged on the loan at an annual rate of 4%.
3. The loan balance will be repaid in annual installments according to the amortization schedule identified in **Exhibit A** over a 15-year term.
4. The first payment will be made in 2027.
5. There will be no prepayment penalty.

Passed and adopted this 2nd day of March 2026.

John J. Dietz, Mayor

ATTEST:

Jolene Richter, Deputy Clerk

Exhibit A

Interfund Loan (Building Reserve to Fire)

Dated: 4/1/2026
Amount: \$2,058,746
Interest Rate: 4.0%

Payable to: City of Elk River-Building Reserve
Due: December
Maturity: 12/1/2041

Term: 15 yr. - Annual Amortization

Payments: Annual Principal & Interest Starting 12/1/2027

<u>Payment Period</u>	<u>Total Payment</u>	<u>Principal</u>	<u>Interest</u>	<u>Unpaid Balance</u>	<u>Date Paid</u>	<u>Payments Remaining</u>
4/1/26				\$2,058,746.00		15
12/1/27	\$219,599.57	137,249.73	82,349.84	1,921,496.27		14
12/1/28	\$214,109.58	137,249.73	76,859.85	1,784,246.54		13
12/1/29	\$208,619.59	137,249.73	71,369.86	1,646,996.81		12
12/1/30	\$203,129.60	137,249.73	65,879.87	1,509,747.08		11
12/1/31	\$197,639.61	137,249.73	60,389.88	1,372,497.35		10
12/1/32	\$192,149.62	137,249.73	54,899.89	1,235,247.62		9
12/1/33	\$186,659.63	137,249.73	49,409.90	1,097,997.89		8
12/1/34	\$181,169.65	137,249.73	43,919.92	960,748.16		7
12/1/35	\$175,679.66	137,249.73	38,429.93	823,498.43		6
12/1/36	\$170,189.67	137,249.73	32,939.94	686,248.70		5
12/1/37	\$164,699.68	137,249.73	27,449.95	548,998.97		4
12/1/38	\$159,209.69	137,249.73	21,959.96	411,749.24		3
12/1/39	\$153,719.70	137,249.73	16,469.97	274,499.51		2
12/1/40	\$148,229.71	137,249.73	10,979.98	137,249.78		1
12/1/41	\$142,739.77	137,249.78	5,489.99	0.00		0



MacQueen
14607 Felton Court Suite 109
Apple Valley, MN 55124
952-683-1054 • 800-832-6417

PLEASE REMIT TO:
MacQueen
1125 7th Street E
St Paul, MN 55106
651-645-5726 • 800-832-6417

Ship To: SAME AS BELOW

Invoice To: CITY OF ELK RIVER
13065 Orono Pkwy
Elk River MN 55330

Branch 06 - APPLE VALLEY MN		
Date 02/12/2026	Time 11:43:36 (O)	Page 1
Account No ELKRI001	Phone No 7636351000	Inv No 02 E00268
Ship Via		Purchase Order CONTRACT
Tax ID No		
DAN CORCORAN		Salesperson 151

EQUIPMENT INVOICE

Description	Amount
Stock #: C041541 Serial #: 39870	2058746.34
New 2025 PI AERIAL-ENFOR	
NEW PIERCE ENFORCER 100' ASCENDANT TOWER	
.	
CONTRACT PRICE \$2,023,100.00	
.	
PRECON CHANGE ORDER \$35,646.34	

TOTAL PURCHASE \$2,058,746.34	

Subtotal: 2058746.34
Total Charge: 2058746.34

New 2025 PIERCE ENFORCER 100' ASCENDANT TOWER
VIN 4P1BCAGF6SA029085
JOB 39870

.
CERTIFICATE OR ORIGIN/MSO INFO:
CITY OF ELK RIVER
13065 ORONO PKWY NW
ELK RIVER, MN 55330
ATTN: FIRE CHIEF MARK DICKINSON

X

Received By

Date

VisitUsOnline
www.macqueengroup.com

PAYMENT METHOD INSTRUCTIONS

Electronic Payment (Preferred Option):

In order to avoid delays in the receipt and/or application of your remittance, we recommend you forward all payments electronically as follows:

Wire:

Old National Bank
1360 Duckwood Dr.
Eagan, MN 55123

ABA Number: 086300012
Account Name: MacQueen Equipment LLC DBA MacQueen Emergency Group
Account Number: 105264399

ACH:

Old National Bank
1360 Duckwood Dr.
Eagan, MN 55123

ABA Number: 086300012
Account Name: MacQueen Equipment LLC DBA MacQueen Emergency Group
Account Number: 105264399

Email remittance detail to remits@macqueengroup.com

Questions? Call Accounts Receivable at 651-645-5726



With the recent spike in wire/ACH fraud, please take into account a few suggestions:

- Please call MacQueen and verify bank account information over the phone
- If you receive a follow up email requesting a change in the bank account information, presume it is fraudulent. Please contact our Account Receivable department of this communication and verify the validity.
- If ever in doubt sending payment electronically, please send payment via check to the remittance address listed on your invoice





Request for Action

To
City Council

Item Number
8.2

Meeting Date
March 2, 2026

Prepared By
Jolene Richter, Deputy Clerk

Item Description
Discuss Work Session Items

Reviewed by
Cal Portner
Jolene Richter

Action Requested

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

Background/Discussion

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

- Public Safety grant expenditure update
- Review of zoning north of 197th Ave and the gravel mining area following Highway 169 construction
- Update of traffic light timing along Highway 169
- City Council Mission/Vision
- Education on the controversy over data centers
- Joint meeting with Sherburne County (Spring 2026)
- Downtown Master Plan (Feb/Mar)
- Northbound Disposition

Financial Impact
N/A

Mission/Policy/Goal

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

Attachments
None

The Elk River Vision

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





Request for Action

To
City Council

Item Number
8.3

Meeting Date
March 2, 2026

Prepared By
Jolene Richter, Deputy Clerk

Item Description
State Flag

Reviewed by
Jolene Richter

Action Requested

This item was added at the Council meeting by Mayor Dietz for discussion.

Background/Discussion

Financial Impact

Mission/Policy/Goal
Elk River Mission

Attachments

- I. Item 8.3 State Flag Handout From Resident

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RESOLUTION NO. 2026-

CITY OF ELK RIVER

COUNTY OF SHERBURNE

STATE OF MINNESOTA

**RESOLUTION TO DISPLAY THE HISTORIC 1983 STATE FLAG ON
CITY PROPERTY**

WHEREAS, the Governor of Minnesota and the 2023 Minnesota Legislature created a State Emblems Redesign Commission to redesign the official Minnesota state flag and state seal; and

WHEREAS, the Redesign Commission was charged with bringing recommendations on the redesign to the Legislature no later than January 1, 2024; and

WHEREAS, the State Flag has remained largely unchanged since 1893; the current official state flag was created in 1957 with modifications in 1983; and

WHEREAS, Minnesota Statutes does not require a municipality to fly the state flag; and

WHEREAS, the decision to fly the state flag is a policy decision of the Elk River City Council.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Elk River, Minnesota, that the Minnesota State Flag, as modified in 1983 will be flown on City property.

Good evening, Mayor Dietz and members of the Elk River City Council. My name is Gary Tonsager; I'm a long-time resident of Elk River and Elk River business owner. Thank you for allowing me to speak today. I'm here to advocate for flying Minnesota's traditional state flag on city property and rejecting the new flag design. This is about honoring our heritage, respecting the democratic processes, and exercising our local rights. I'll keep this to about three minutes.

Our original flag was adopted in 1893 after a public contest for the Chicago World's Fair, it featured the state seal on a blue field, symbolizing our agricultural roots, frontier spirit, and motto "L'Etoile du Nord" – the Star of the North. Updated slightly in 1957 and 1983 for clarity, it has flown proudly for over a century, representing Minnesota's unique identity.

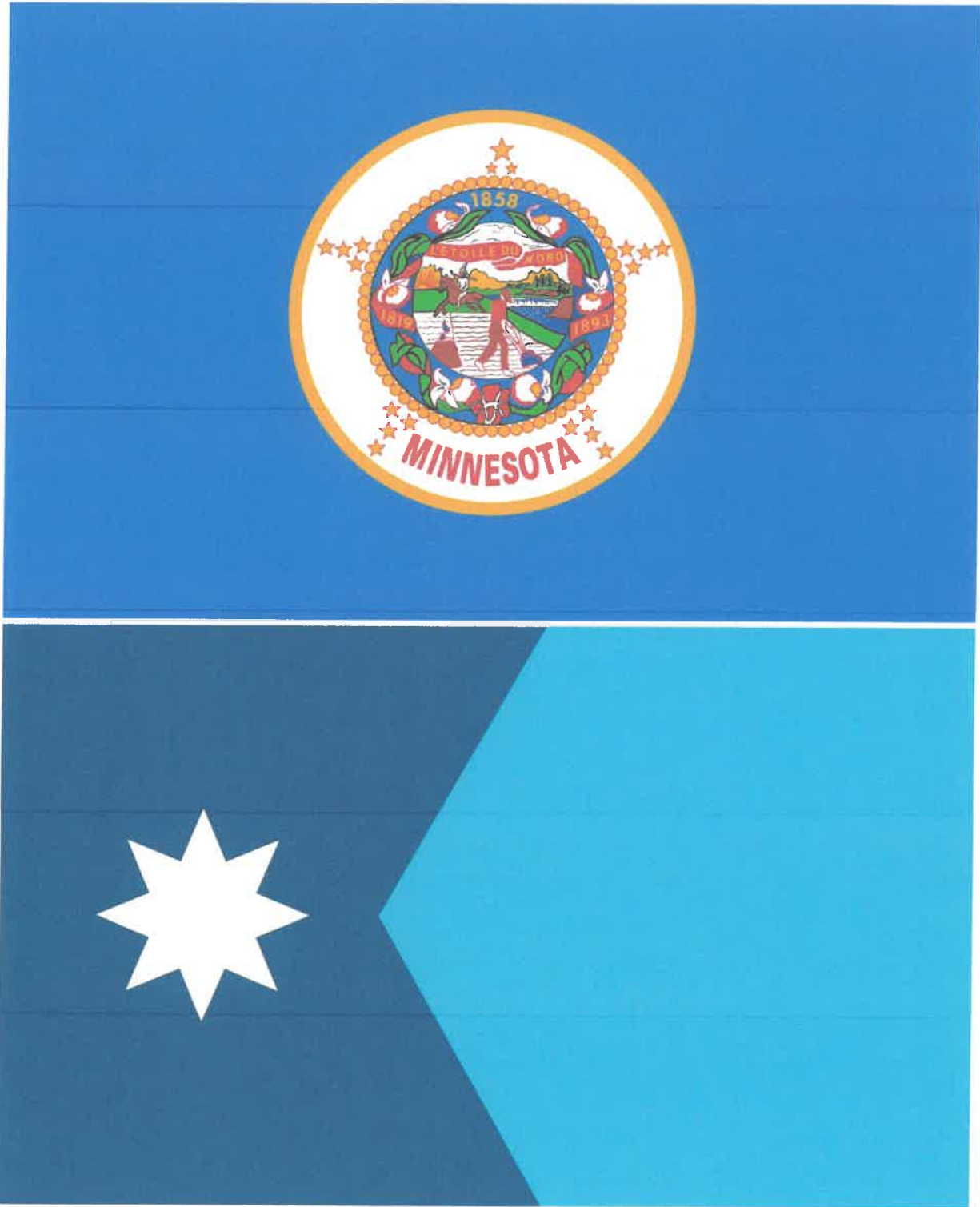
Compare that with the process for the new flag, adopted in 2024. In 2023, the *legislative trifecta* created the State Emblems Redesign Commission – a 13-member appointed committee, not elected by the people. This group included appointees from various councils and three public members selected by Governor Walz, plus the Secretary of State as a voting member. The only elected official who voted on the approval was Secretary of State Steve Simon – no broader legislative vote or public referendum occurred. The design automatically became official on May 11, 2024. Many Minnesotans view this as an undemocratic, top-down imposition, resulting in a flag that feels generic and disconnected from our shared history.

This new Minnesota Statutes § 1.141 only mandates the display of the official state flag on the State Capitol grounds between sunrise and sunset. This statute does not impose any such requirement on municipalities, counties, or other local entities, making the choice of which flag to fly a matter of local policy discretion. For example, the cities of Champlin and St. Francis just recently adopted resolutions to fly the original flag on city property, asserting their community's preference.

That's why I'm asking you to consider a similar resolution for Elk River. I've prepared a pre-written resolution for your review, which I'll provide today. It would direct city staff to fly the traditional flag, honoring what unites our residents.

In closing, I say, let's fly the traditional flag to preserve our heritage, reject an unelected redesign, and affirm our local control. I urge you to adopt this resolution. Thank you for your time – I'd be happy to answer questions.

Gary Tonsager/Restore MN/gltonsager@msn.com/612-518-6623





Request for Action

To
City Council

Item Number
8.4

Meeting Date
March 2, 2026

Prepared By

Item Description
Student Athlete Recognition

Reviewed by
Jolene Richter

Action Requested
This item was added at the Council meeting by Mayor Dietz for discussion.

Background/Discussion

Financial Impact

Mission/Policy/Goal
Elk River Mission

Attachments
None

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Request for Action

To
City Council

Item Number
9.1

Meeting Date
March 2, 2026

Prepared By
Jolene Richter, Deputy Clerk

Item Description
Council Liaison Updates

Reviewed by
Cal Portner
Jolene Richter

Action Requested
Councilmembers to provide liaison updates.

Background/Discussion

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

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

Other Committees, Commissions, etc.

Financial Impact
None

Mission/Policy/Goal
Elk River Mission

Attachments
None

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Request for Action

To
City Council

Item Number
11.1

Meeting Date
March 2, 2026

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

Item Description
Northbound Liquor Store Design Update

Reviewed by
Cal Portner
Jolene Richter

Action Requested
Staff and LSE Architects will present design concepts and budget considerations for the new construction of Northbound Liquor.

Background/Discussion
The design team has developed store concepts for the Council to consider and provide input.

Financial Impact
N/A

Mission/Policy/Goal
Together we win.

Attachments
1. Exterior Rendering Options - Northbound

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ORIGINAL ENTRANCE RENDERING - A

NORTHBOUND LIQUOR

ELK RIVER, MN - LSE ARCHITECTS - FEBRUARY 24, 2026



ORIGINAL APPROACH RENDERING - A



SIMPLIFIED ENTRANCE RENDERING - B

NORTHBOUND LIQUOR

ELK RIVER, MN - LSE ARCHITECTS - FEBRUARY 24, 2026



SIMPLIFIED APPROACH RENDERING - B

NORTHBOUND LIQUOR

ELK RIVER, MN - LSE ARCHITECTS - FEBRUARY 24, 2026



MONOLITHIC ENTRANCE RENDERING - C

NORTHBOUND LIQUOR

ELK RIVER, MN - LSE ARCHITECTS - FEBRUARY 24, 2026



MONOLITHIC APPROACH RENDERING - C

NORTHBOUND LIQUOR

ELK RIVER, MN - LSE ARCHITECTS - FEBRUARY 24, 2026



MONOLITHIC APPROACH RENDERING - C

NORTHBOUND LIQUOR

ELK RIVER, MN - LSE ARCHITECTS - FEBRUARY 24, 2026



Request for Action

To
City Council

Item Number
11.2

Meeting Date
March 2, 2026

Prepared By
Ryan Sandhoefner, Engineering Project Manager

Item Description
Downtown Parking Lot Final Design

Reviewed by
Justin Femrite
Cal Portner
Jolene Richter

Action Requested
Discuss final design components of the downtown parking lots.

Background/Discussion
Phase I of the Downtown Reconstruction Project involves reconditioning pavements and maximizing parking efficiency in three downtown parking lots in anticipation of street reconstruction work in 2027. As we near completion of plans, final design considerations must be made prior to advertising this project for bid.

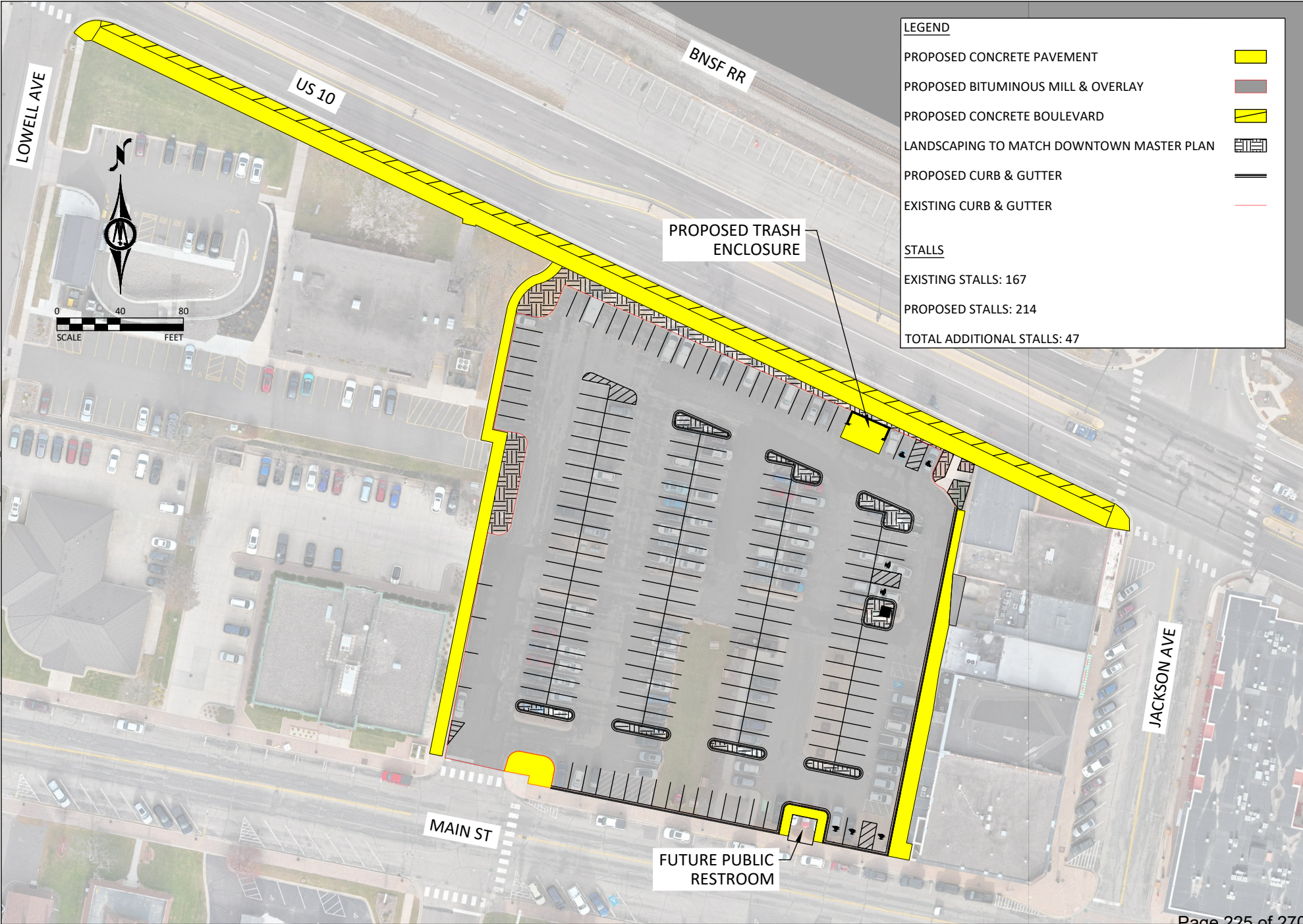
Financial Impact
N/A

Mission/Policy/Goal
Responsibly grow.

Attachments
1. Parking Lot Figures
2. King Avenue Parking Lot Lighting

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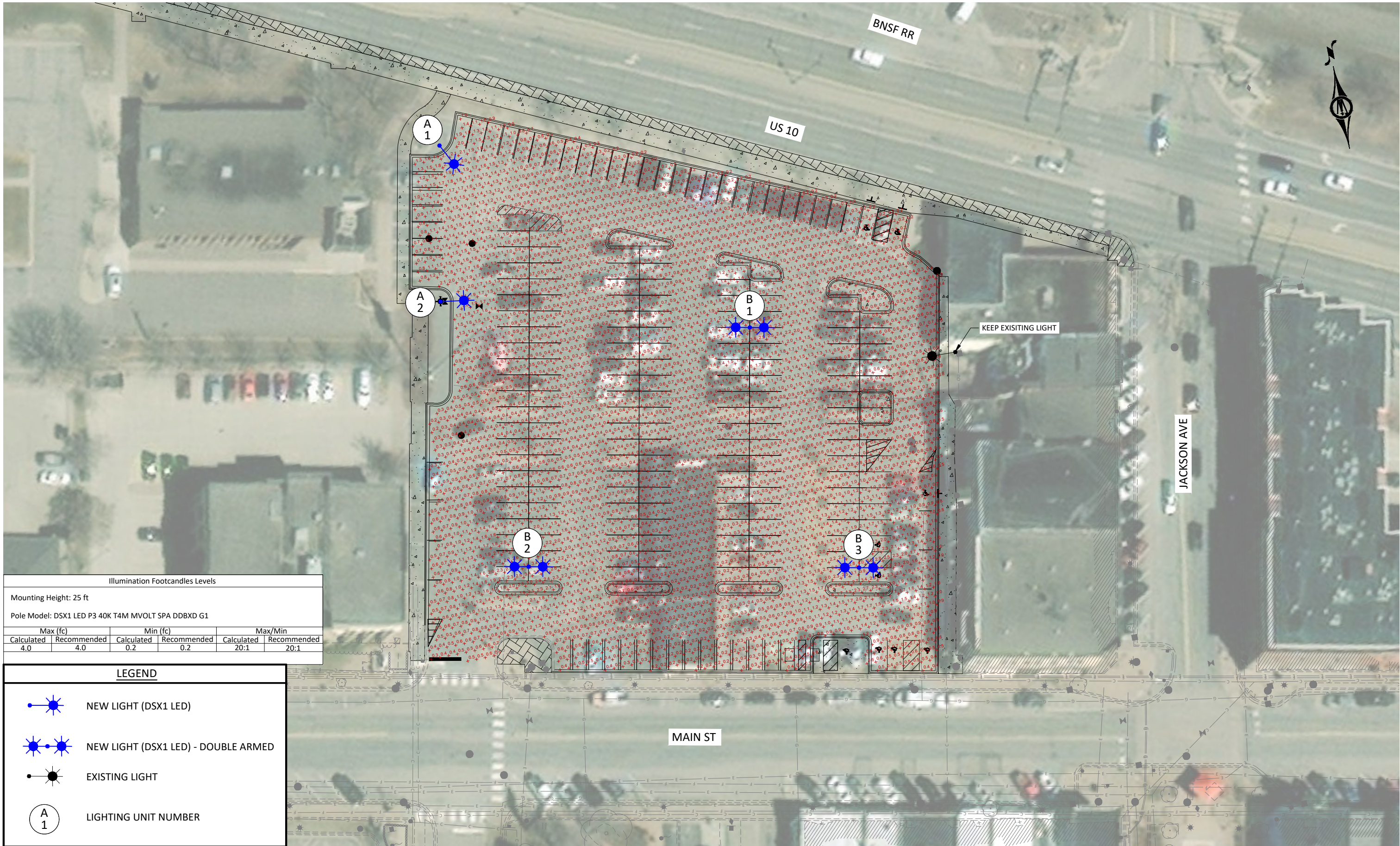


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H:\ELKR\25\139740000\CAD\C3D\2026 Parking Lot M&O\FGR-139740-PARKING LOTS_OPTION 2.1.dwg 2/24/2026 9:59:52 AM

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A:\ELK\251397400\CAD\251397400.dwg 2/1/2025 12:48:23 PM Plotted by: S.W. Rubin



Illumination Footcandles Levels					
Mounting Height: 25 ft					
Pole Model: DSX1 LED P3 40K T4M MVOLT SPA DDBXD G1					
Max (fc)		Min (fc)		Max/Min	
Calculated	Recommended	Calculated	Recommended	Calculated	Recommended
4.0	4.0	0.2	0.2	20:1	20:1

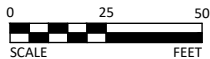
LEGEND

NEW LIGHT (DSX1 LED)

NEW LIGHT (DSX1 LED) - DOUBLE ARMED

EXISTING LIGHT

LIGHTING UNIT NUMBER



DRAFT

JASON W. COOK
LIC. NO. 47541
DATE MM/DD/YYYY



7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MN 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com



DESIGNED	NO.	ISSUED FOR	DATE
1			
DRAWN	3		
CHECKED	2		
CLIENT PROJ. NO.	25X-139740.000		

CITY OF ELK RIVER
DOWNTOWN STREETS & PARKING RECONSTRUCTION
LIGHTING PLAN

SHEET

OF
20



D-Series Size 0 LED Area Luminaire



Catalog
Number

Notes

Type

Hit the Tab key or mouse over the page to see all interactive elements.

Introduction

The modern styling of the D-Series is striking yet unobtrusive - making a bold, progressive statement even as it blends seamlessly with its environment. The D-Series distills the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire.

The outstanding photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. It is ideal for replacing up to 400W metal halide with typical energy savings of 70% and expected service life of over 100,000 hours.

Specifications

EPA: 0.95 ft²
(.09 m²)

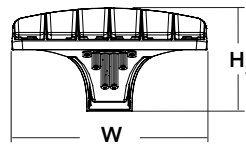
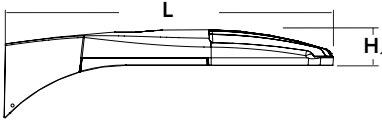
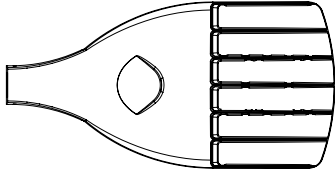
Length: 26"
(66.0 cm)

Width: 13"
(33.0 cm)

Height₁: 3"
(7.62 cm)

Height₂: 7"
(17.8 cm)

Weight (max): 16 lbs
(7.25 kg)



Ordering Information

EXAMPLE: DSX0 LED P6 40K T3M MVOLT SPA NLTAIR2 PIRHN DDBXD

DSX0 LED						
Series	LEDs	Color temperature	Distribution	Voltage	Mounting	
DSX0 LED	Forward optics P1 P5 P2 P6 P3 P7 ¹ P4 ¹ Rotated optics P10 ² P12 ² P11 ² P13 ^{1,2}	30K 3000 K 40K 4000 K 50K 5000 K	T1S Type I short (Automotive) T2S Type II short T2M Type II medium T3S Type III short T3M Type III medium T4M Type IV medium TFTM Forward throw medium T5VS Type V very short ³	T5S Type V short ³ T5M Type V medium ³ T5W Type V wide ³ BLC Backlight control ⁴ LCCO Left corner cutoff ⁴ RCCO Right corner cutoff ⁴	MVOLT (120V-277V) ^{5,6} XVOLT (277V-480V) ^{7,8,9} 120 ⁶ 208 ⁶ 240 ⁶ 277 ⁶ 347 ⁶ 480 ⁶	Shipped included SPA Square pole mounting RPA Round pole mounting ¹⁰ WBA Wall bracket ³ SPUMBA Square pole universal mounting adaptor ¹¹ RPUMBA Round pole universal mounting adaptor ¹¹ Shipped separately KMA8 DDBXD U Mast arm mounting bracket adaptor (specify finish) ¹²

Control options	Other options	Finish (required)
Shipped installed NLTAIR2 nLight AIR generation 2 enabled ^{13,14} PIRHN Network, high/low motion/ambient sensor ¹⁵ PER NEMA twist-lock receptacle only (control ordered separate) ¹⁶ PER5 Five-pin receptacle only (control ordered separate) ^{16,17} PER7 Seven-pin receptacle only (leads exit fixture) (control ordered separate) ^{16,17} DMG 0-10V dimming extend out back of housing for external control (control ordered separate) ¹⁸	PIR High/low, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 5fc ^{19,20} PIRH High/low, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 5fc ^{19,20} PIR1FC3V High/low, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 1fc ^{19,20} PIRH1FC3V High/low, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 1fc ^{19,20} FAO Field adjustable output ²¹	Shipped installed HS House-side shield ²² SF Single fuse (120, 277, 347V) ⁶ DF Double fuse (208, 240, 480V) ⁶ L90 Left rotated optics ² R90 Right rotated optics ² DDL Diffused drop lens ²² HA 50°C ambient operations ¹ BAA Buy America(n) Act Compliant Shipped separately BS Bird spikes ²³ EGS External glare shield
		DDBXD Dark bronze DBLXD Black DNAXD Natural aluminum DWHXD White DDBTXD Textured dark bronze DBLBXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white



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DSX0-LED
Rev. 07/19/21
Page 1 of 8



Request for Action

To
City Council

Item Number
11.3

Meeting Date
March 2, 2026

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

Item Description
FT Center West Parking Lot Expansion

Reviewed by
Joe Stremcha
Cal Portner
Jolene Richter

Action Requested
Staff will present options for the FT Center West Parking Lot Expansion.

Background/Discussion

FT Center staff receive consistent feedback on the lack of accessible, close-by, and convenient parking at the FT Center and ISD 728 Stadium during the school day and special events. Numerous vehicles disregard the facility fire lane, park on the grass (disturbing irrigation and landscaping), or require Senior Activity Center members and other program participants to access the FT Center from great distances. Staff is negotiating access, construction costs, and maintenance expenses with ISD 728 to equitably share in the investment of additional parking.

Financial Impact

The project is included in the 2026 CIP. The CIP identified the Building Reserve Fund to fund the project, and an interfund loan resolution will be necessary this summer. The FT Center Special Revenue Fund will make payments for these improvements over a 10-year amortization schedule at 4% interest.

Mission/Policy/Goal

Meet changing needs - agile.

Attachments

1. 2026-1-26_FT CENTER LOT
2. FT CENTER PARKING LOT 02262026

The Elk River Vision

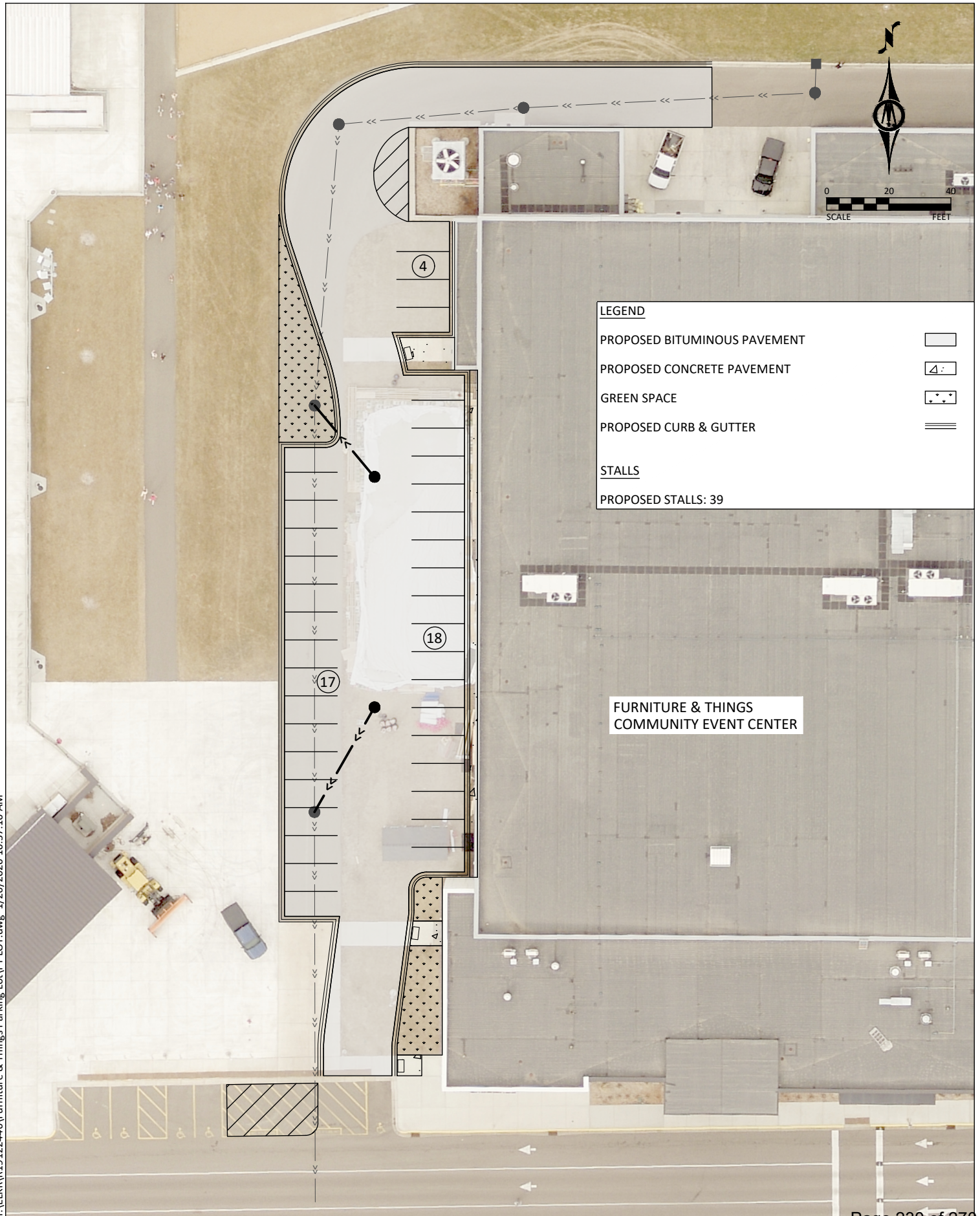
A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity



Furniture & Things Parking Lot Addition

City of Elk River

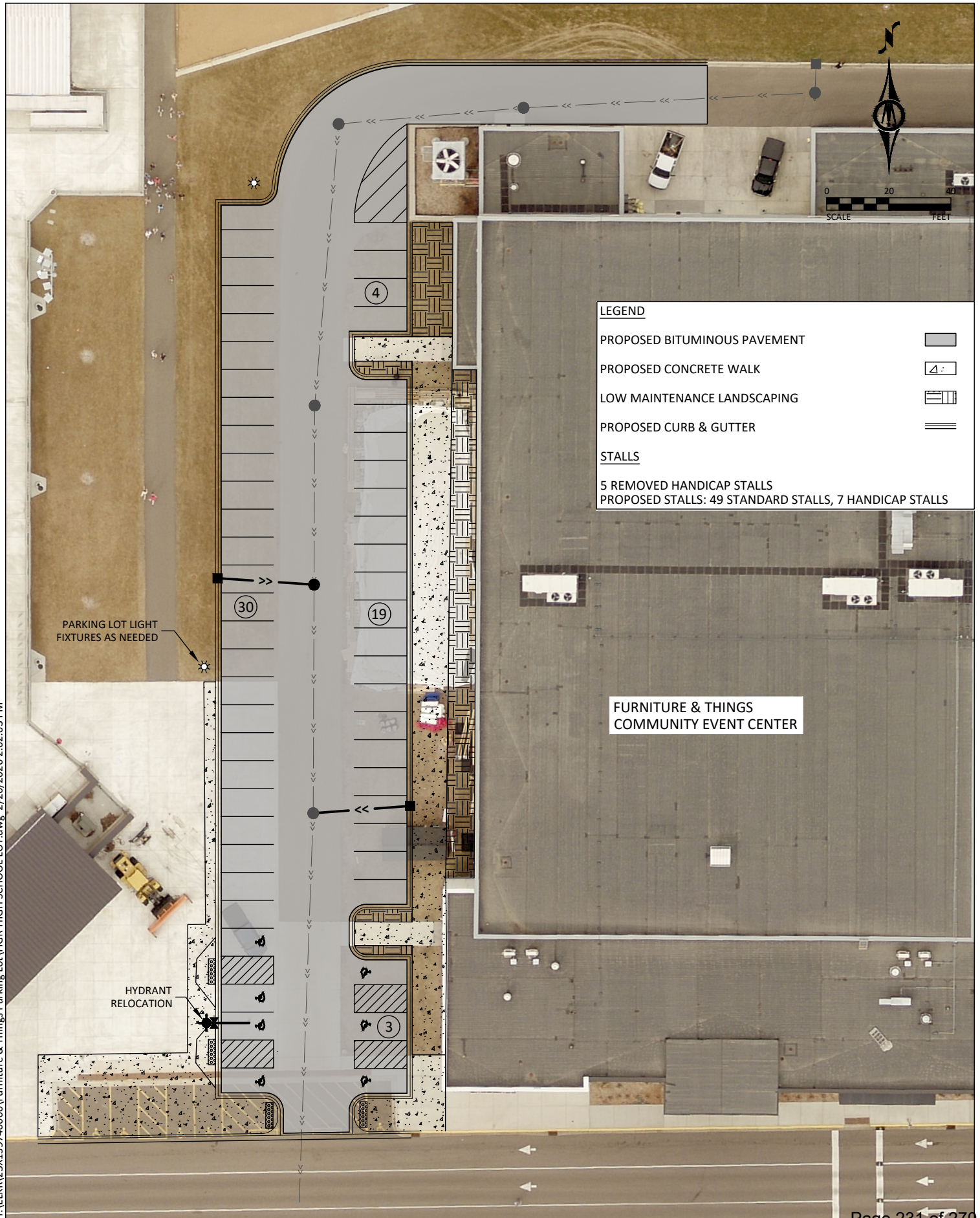
January 2026



Furniture & Things Parking Lot Addition

City of Elk River

February 26, 2026





Request for Action

To
City Council

Item Number
11.4

Meeting Date
March 2, 2026

Prepared By
Cal Portner, City Administrator

Item Description
Truck Use of Engine Brakes

Reviewed by
Justin Femrite
David Kuhnly
Cal Portner
Jolene Richter

Action Requested
Receive information, discuss, and provide staff direction.

Background/Discussion

Councilmember Calva received a request from a resident regarding the amount of truck engine braking, also known as Jake braking.

Jake brakes use air pressure in the engine to slow the vehicle, but not stop it. Typical braking systems are needed to bring the vehicle to a complete stop. Jake brakes save wear and tear on heavy vehicle brake systems, improving safety. They also make a lot of noise.

Jake braking is statutorily legal in Minnesota, and Elk River currently does not have an ordinance prohibiting it. Jake braking generally does not violate the Elk River noise ordinance.

During the 169 Redefine project, MnDOT required Ames Construction to place temporary signage, including stop signs at the CSAH 33/TH169 exit/entrance to assist gravel haulers and increase vehicular safety.

Over the years, we have had numerous complaints about Jake braking. Enforcement of ordinances prohibiting Jake braking can be a challenge, especially with major highway systems and the number of heavy trucks that traverse Elk River daily with gravel mines, landfill, and numerous trucking firms based in town.

The Council should discuss the concerns and provide staff direction to address such concerns.

Financial Impact
N/A

Mission/Policy/Goal
Elk River Mission

The Elk River Vision

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



Attachments

1. Request Engine Braking 02 2026
2. All Prior to 8-7-17

Cal Portner

From: J.Brian Calva <J.Brian.Calva@ElkRiverMN.Gov>
Sent: Wednesday, February 18, 2026 8:15 AM
To:
Cc: Cal Portner <CPortner@ElkRiverMN.gov>
Subject: Fwd: Online Form Submittal: Send J. Brian Calva an Email

Chris,
I received your email this morning and want to be helpful if I can be. I'm bringing the noise issue up to the City administrator who's copied on this email and I'll investigate what options we have to bring this up before the council. As soon as I get some information, I'll get back to you.
Thank you for reaching out.

Make it a blessed day.

J. Brian

Begin forwarded message:

From: noreply@civicplus.com
Date: February 17, 2026 at 10:17:51 AM CST
To: "J.Brian Calva" <J.Brian.Calva@elkrivernm.gov>
Subject: Online Form Submittal: Send J. Brian Calva an Email
Reply-To:

Send J. Brian Calva an Email

TO: J. Brian Calva

First Name	Chris
------------	-------

Last Name	Miller
-----------	--------

Reply Email Address	
---------------------	--

Subject	Air Brake ban for city limits of Elk River
---------	--

(Section Break)

Comments	Good morning Brian,
----------	---------------------

	As a 30 year resident of Elk River I have experienced an
--	--

increase in the noise caused by larger trucks using air braking along the 169 corridor. This is especially true along the Cty Rd 33 and 169 intersection. I am sure that this is also happening along other routes taken by the larger trucks on routes that boarder residential areas such as ours along Auburn St. NW. I would like to know how to start the process of having the city ban the use of air braking within the city limits of Elk River. I know we had a temporary ban with signs in place during the 169 project the past couple of years. although this did not eliminate all of the problems it greatly reduced the noise and use of air braking. I have talked with some of those in our neighbor hood and we agree that this is a growing nuisance. Please advise as to what I can do to bring this change to our growing city.
respectfully,
Chris Miller

Disclaimer
Information submitted is considered public data.

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

Rolfe, Brad

From: Rolfe, Brad
Sent: Thursday, July 14, 2011 3:42 PM
To: 'shortshots17@aol.com'
Cc: Nierenhausen, Ron; Kluntz, Robert; Dummer, Dave; McKernan, Darren; Mordal, Jeff; Block, Dan
Subject: RE: Noise

Mayor,

There is no state statute prohibiting engine or dynamic braking commonly known as "jake braking". We don't have a city ordinance that deals specifically with jake braking but our public nuisance ordinance covers excessive and unnecessary vehicle and exhaust noise which may be useful though subjective.

We have a decibel meter at the PD that we can use in conjunction with traffic surveys to determine the number of trucks passing through the area in a given time frame, how many of them jake brake, and what the decibel readings are.

We can always adopt a specific jake braking ordinance but as I'm sure you are aware a significant amount of commerce in the city revolves around trucking and we could certainly expect strong contrary opinions to the ordinance from our local truckers.

You can anticipate that they will point out the increased safety in dynamic braking as well as the savings to them on vehicle wear and tear (most specifically brakes).

Mr. Huberty mentions he can't have his windows "open at night". I'm unaware of significant truck traffic in that area at night but I can have my staff monitor that as well.

I am forwarding these concerns to Capt. Nierenhausen and the patrol sergeants to evaluate and address.

Brad Rolfe, Chief of Police | Elk River Police Department | 13077 Orono Parkway | Elk River, MN 55330 | 763.635.1260
Office | 763.635.1250 Fax | www.ci.elk-river.mn.us

-----Original Message-----

From: shortshots17@aol.com [mailto:shortshots17@aol.com]
Sent: Thursday, July 14, 2011 12:51 PM
To: Rolfe, Brad
Subject: Fwd: Noise

Chief,

Do you think increased police coverage would affect this concern at all?

John

-----Original Message-----

From: Doug Huberty <doughuberty@yahoo.com>
To: iwgump <iwgump@yahoo.com>
Cc: shortshots17 <shortshots17@aol.com>
Sent: Wed, Jul 13, 2011 2:08 pm
Subject: Noise

Mr. Gumphrey,

Victoria Ordinance

(11) *Dynamic braking devices.* No person shall use motor vehicle brakes that are in any way operated or activated by the compression of the engine in any motor vehicle upon any public ways located within the city limits of Victoria, including, but not limited to, highways, streets, alleys, easements, or right-of-ways. An affirmative defense to prosecution under this subdivision shall demonstrate that the compression brakes were applied in an emergency situation or were considered necessary to prevent immediate or unanticipated danger to life or property.

130.01. Speed Limit. Where no special hazard exists, the speed limit upon all streets and highways within the territorial limits of the city is 30 miles per hour except where a higher or lower speed is posted along a street or highway, in which case the posted speed is the speed limit. All speed limits within the city are maximum limits and any speed in excess thereof is unlawful.

130.02. Unnecessary Speed. No person shall start or accelerate any motor vehicle with an unnecessary exhibition of speed on any public or private way. Prima facie evidence of such unnecessary exhibition of speed shall be unreasonable squealing or screeching sounds emitted by the tires or the throwing of sand and gravel by the tires of said vehicle or both.

130.03. Operation of Motorcycles. No person shall operate a motorcycle in or upon any of the following places in the city:

- (1) Upon any public sidewalk.
- (2) Upon any pedestrian walkway in any public park.
- (3) In any public park except upon roadways established and marked for vehicular travel.
- (4) Upon any public school grounds except upon roadways established and marked for vehicular travel.
- (5) Upon any public parking areas except for the purposes of parking therein.
- (6) Upon any other public grounds or areas except upon roadways established and marked for vehicular travel.

130.04. Seasonal Load Restrictions. No person shall operate a vehicle on a street on which vehicular traffic is prohibited or in violation of the designated weight restriction for such street. The council may by resolution prohibit the operation of vehicles upon any street or impose restrictions as to the weight of vehicles to be operated upon any street, whenever any such street, by reason of deterioration, rain, snow, or other climatic conditions, will be seriously damaged or destroyed unless the use of vehicles therein is prohibited or the

¹The provisions of this code pertaining to traffic and parking regulations supplement the more extensive state traffic regulations contained in Minnesota Statutes, Chapter 169 which are applicable in the City of Rochester. See Minnesota Statutes, Sections 169.03, subd. 9, and 169.04.

permissible weights thereof reduced. The resolution providing for such prohibition or such restriction shall describe the street and the termini of the prohibition or restriction. The city engineer shall have signs erected and maintained indicating the prohibition or restriction at each end of that portion of any street affected thereby and the prohibition or restriction shall not be effective unless and until such signs are erected and maintained.

130.042. Jake-Braking Prohibited. It shall be unlawful for the driver of any vehicle to use or operate within the City of Rochester any mechanical exhaust device designed to aid in the braking or deceleration of any vehicle which results in the excessive, loud, unusual or explosive noise from such vehicle, or otherwise known as jake-braking.

130.045. Bicycle Ways: Motor Vehicles Prohibited. Subdivision 1. Definitions:

(a) "Bicycle Way" means any path, sidewalk or portion thereof, designated by official signs or other appropriate identification as exclusively reserved for the use of bicycles and other vehicles propelled solely by human power, or by pedestrians.

(b) "Motor vehicle" means every vehicle which is self propelled and not moved solely by human power. The term motor vehicle shall include a motorized bicycle as defined by Minnesota Statutes Section 169.01, subd. 4(a).

Subd. 2. No person shall drive or operate a motor vehicle on a bikeway within the City of Rochester.

Subd. 3. Exceptions. This section shall not apply to the driver of an authorized emergency vehicle as defined by Minnesota Statutes Section 169.01, subd. 5; or, to a person in a self propelled wheelchair.

130.05. Traffic Control Devices. The traffic engineer shall install, maintain, relocate and remove such traffic control devices at intersections and along streets and highways as the traffic engineer deems necessary to regulate, warn or guide public traffic in order to promote the public health, safety and welfare. In exercising the authority granted by this section, the traffic engineer shall consider such things as traffic volume, street design and topography, pedestrian and bicycle use, speed of vehicles and any other matters related to the movements and safety of pedestrians and traffic. Traffic control devices to be installed by authority of the traffic engineer shall not become effective until a written notice of such installation is filed with the offices of the city clerk and chief of police, and the appropriate traffic control device is installed at the approximate location designated in the notice. Except as otherwise provided by this code, all traffic control devices authorized by the traffic engineer must conform to the state manual and specifications for a uniform system of traffic control devices. Notwithstanding the provisions of this section, any traffic control

device heretofore authorized and installed by lawful authority shall continue in full force and effect until removed by the traffic engineer.

(Amended by Ord. # 3819 on June 4, 2007)

130.06. Unless otherwise declared with respect to particular violations, it is a petty misdemeanor for any person to do any act forbidden or fail to perform any act required by chapters 130 through 133, and 135 through 137; except that: (a) a violation which is committed in a manner or under circumstances so as to endanger or be likely to endanger any person or property; or (b) exclusive of violations relating to the standing or parking of an unattended vehicle, a third or subsequent violation of any of the provisions of said chapters, classified by this section as a petty misdemeanor, within the immediate preceding 12 months; is a misdemeanor.

(767, 11/26/51; 1293, 12/24/64; 1401, 6/5/67; 1436, 2/5/68; 1595, 6/7/71; 1616, 10/4/71, 1783, 10/7/74; 1802, 4/21/75; 2022, 2/20/79; 2087, 12/4/79; 2258, 8/3/82; 3161, 4/21/98; 3295, 11/16/99; 3819, 6/4/07)

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ELK RIVER MINNESOTA

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Elk River, Minnesota, Code of Ordinances >> - CODE OF ORDINANCES >> Chapter 46 - NUISANCES >> ARTICLE II. - PUBLIC NUISANCES >>**ARTICLE II. - PUBLIC NUISANCES [63]**

Sec. 46-31. - Generally.

Sec. 46-32. - Public nuisances affecting health.

Sec. 46-33. - Public nuisances affecting decency.

Sec. 46-34. - Public nuisances affecting peace and safety.

Sec. 46-35. - Buildings or structures which endanger public health, safety or property.

Sec. 46-36. - Excessive noise.

Sec. 46-37. - Specific noises prohibited.

Sec. 46-38. - Abatement by city.

Secs. 46-39—46-79. - Reserved.

Sec. 46-31. - Generally.

Whoever by act or failure to perform a legal duty intentionally does any of the following is guilty of maintaining a public nuisance, which is a misdemeanor:

- (1) Maintains or permits a condition which unreasonably annoys, injures or endangers the safety, health, morals, comfort or repose of any considerable number of members of the public.
- (2) Interferes with, obstructs, or renders dangerous for passage any public highway or right-of-way or waters used by the public.
- (3) Is guilty of any other act or omission declared by law to be a public nuisance and for which no sentence is specifically provided.
- (4) Permits real property under his control to be used to maintain a public nuisance or leases the property knowing it will be so used.

(Code 1982, § 500.00)

Sec. 46-32. - Public nuisances affecting health.

- (a) The following are declared to be nuisances affecting public health:
- (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

Excessive Noise

46-36

It is declared to be a public nuisance for any person to make or assist in the making of any nuisance noise or any loud, unnecessary or unusual sound or any sound which annoys, disturbs or affects the comfort, repose, health, peace, or safety of others in the city.

(Code 1962, § 500.10)

Sec. 46-37. - Specific noises prohibited.

The following are declared to be nuisance noises:

(1)

Horns or sirens. The sounding of any siren or any horn, siren, or other signaling device on a motor vehicle except in cases of imminent danger or emergency, or blowing of a locomotive whistle or steam whistle except to give notice of the time to begin or stop work or as a warning of fire or danger.

(2)

Radios, phonographs, tape recorders, etc. The use or operation of a radio receiving set, musical instrument, phonograph, tape recorder or other machine or device used for production or reproduction of sound at a volume in excess of that reasonably necessary for the convenient hearing of the persons in the room, vehicle, or chamber in which the machine or device is being operated. The operation of any radio receiving set, musical instrument, phonograph, tape recorder, or other machine or device for the reproducing or producing of sound between 11:00 p.m. and 7:00 a.m. shall be prima facie evidence of a violation of this article if sound therefrom is plainly audible:

a.

In an apartment or hallway of a multifamily building adjacent to the unit where the device is operating.

b.

At the boundary of the real property on which the device is operated.

c.

At a distance of 50 feet from any motor vehicle in which the device is operating.

(3)

Loudspeakers, amplifiers and sound trucks. The use or operation of any loudspeaker, sound amplifier, sound truck, or vehicle equipped with sound amplifying devices or other machine or device for the producing or reproducing of sound which is used to attract the attention of the public to any building, structure, business, vehicle, or other area.

(4)

Human noise. Yelling, shouting, screaming, whistling, or singing at any time or place so as to annoy or disturb the quiet, comfort, or repose of any persons in any office, dwelling, hotel, motel, other place of residence, or in the vicinity of the source.

(5)

Noisy animals. The frequent or continued barking, howling, or other noise from any animal or bird not confined within a building.

(6)

Vehicle loading and exhausts. The discharge of the exhaust of any motor vehicle into the ambient air except through a muffler which is free of holes,

cracks, or other defects, or the operation, loading, or unloading of any motor vehicle in such manner as to create loud and unnecessary grading, grinding, rattling, or other noise which shall disturb the comfort or repose of any persons in the vicinity.

(7)

Construction activities. The erection, demolition, alteration, or repair of any building or earthmoving or excavation activities occurring between the hours of 9:00 p.m. and 6:00 a.m. Monday through Saturday or on Sunday, except as undertaken by persons working on single-family residences occupied by them or as authorized by the building inspector based upon an emergency for the protection of health and safety.

(8)

Creation of noise near school, court, church or hospital. Any activity which generates sound occurring adjacent a school, court, church, or hospital while the premises are in use and which unreasonably interferes with the use thereof.

(9)

Loud parties. Sound emanating from any party or gathering between the hours of 11:00 p.m. and 7:00 a.m. of a sufficient volume so as to disturb the peace, quiet, or repose of other persons within the city. It shall be prima facie evidence of a violation of this article if the sound of the party or gathering is audible to a human ear at a distance of 50 feet from the building or dwelling unit from which the sound emanates. Any person who participates in a party or gathering which generates nuisance noise shall be guilty of maintaining a public nuisance. If any party or gathering is determined by a city official to generate nuisance noise, all persons except the owner or permanent occupant shall promptly leave the premises in an orderly manner. A violation of this subsection shall be deemed to be the act of the owner of the residential dwelling unit wherein it occurs, as well as the persons on the premises who violate this subsection, except that the owner of a dwelling unit occupied by others shall be liable only for those violations occurring after a written notice of a violation of this subsection shall have been received.

169.693 MOTOR VEHICLE NOISE LIMITS.

It is unlawful to operate a motor vehicle in violation of motor vehicle noise rules adopted by the Pollution Control Agency.

History: 1974 c 500 s 1; 1985 c 248 s 70



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169.67, Minnesota Statutes 2007

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169.67 BRAKES.

Subdivision 1. **Motor vehicle.** Every motor vehicle, other than a motorcycle, when operated upon a highway, shall be equipped with brakes adequate to control the movement of and to stop and hold such vehicle, including two separate means of applying the brakes, each of which means shall be effective to apply the brakes to at least two wheels. If these two separate means of applying the brakes are connected in any way, they shall be so constructed that failure of any one part of the operating mechanism shall not leave the motor vehicle without brakes on at least two wheels. The requirement in this subdivision for separate braking systems does not apply to a commercial motor vehicle described in section 169.781, subdivision 5, paragraph (d).

Subd. 2. **Motorcycle and bicycle.** Every motorcycle, and bicycle with motor attached, when operated upon a highway, shall be equipped with at least one brake, which may be operated by hand or foot.

Subd. 3. **Trailer, semitrailer.** (a) No trailer or semitrailer with a gross weight of 3,000 or more pounds, or a gross weight that exceeds the empty weight of the towing vehicle, may be drawn on a highway unless it is equipped with brakes that are adequate to control the movement of and to stop and hold the trailer or semitrailer. A surge brake on a trailer or semitrailer meets the requirement of this paragraph for brakes adequate to stop and hold the trailer or semitrailer.

(b) No trailer or semitrailer that is required to have brakes and that has a gross weight of more than 6,000 pounds may be drawn on a highway unless it is equipped with brakes that are so constructed that they are adequate to stop and hold the trailer or semitrailer whenever it becomes detached from the towing vehicle.

(c) Except as provided in paragraph (d), paragraph (a) does not apply to:

- (1) a trailer used by a farmer while transporting farm products produced on the user's farm, or supplies back to the farm of the trailer's user;
- (2) a towed custom service vehicle drawn by a motor vehicle that is equipped with brakes that meet the standards of subdivision 5, provided that such a towed custom service vehicle that exceeds 30,000 pounds gross weight may not be drawn at a speed of more than 45 miles per hour;
- (3) a trailer or semitrailer operated or used by retail dealers of implements of husbandry while engaged exclusively in the delivery of implements of husbandry;
- (4) a motor vehicle drawn by another motor vehicle that is equipped with brakes that meet the standards of subdivision 5;
- (5) a tank trailer of not more than 12,000 pounds gross weight owned by a distributor of liquid fertilizer while engaged exclusively in transporting liquid fertilizer, or gaseous fertilizer under pressure;
- (6) a trailer of not more than 12,000 pounds gross weight owned by a distributor of dry fertilizer while engaged exclusively in the transportation of dry fertilizer; and
- (7) a disabled vehicle while being towed to a place of repair.

(d) Vehicles described in paragraph (c), clauses (1), (3), and (4), may be operated without complying with paragraph (a) only if the trailer or semitrailer does not exceed the following gross weights:

- (1) 3,000 pounds while being drawn by a vehicle registered as a passenger automobile, other than a pickup truck as defined in section 168.011, subdivision 29;
- (2) 12,000 pounds while being drawn by any other motor vehicle except a self-propelled

implement of husbandry.

Subd. 4. **Service brakes on wheels; exceptions.** (a) All motor vehicles, trailers, and semitrailers manufactured after June 30, 1988, must be equipped with foot brakes on all wheels.

(b) Paragraph (a) does not apply to:

(1) a mobile crane that is not operated at a speed of more than 45 miles per hour and is capable of stopping within the performance standards of subdivision 5;

(2) a motorcycle;

(3) a trailer or semitrailer with a gross weight of less than 3,000 pounds;

(4) a swivel-type third wheel on a travel trailer; and

(5) a temporary auxiliary axle attached to a motor vehicle during a period of vehicle weight restrictions for the purpose of relieving the weight on another axle, if the combined gross weight on the temporary axle and the axle being relieved does not exceed 18,000 pounds and the motor vehicle meets all brake requirements under this section.

(c) Paragraph (a) does not require brakes on the front wheels of a vehicle having three or more axles and manufactured before July 1, 1988, if the brakes on the other wheels of the vehicle meet the standards of subdivision 5.

Subd. 5. **Performance standards.** Every motor vehicle or combination of vehicles, at all times and under all conditions of loading, upon application of the service (foot) brake, shall be capable of (1) developing a braking force that is not less than the percentage of its gross weight tabulated herein for its classification, (2) decelerating in a stop from not more than 20 miles per hour at not less than the feet per second per second tabulated herein for its classification, and (3) stopping from a speed of 20 miles per hour in not more than the distance tabulated herein for its classification, such distance to be measured from the point at which movement of the service brake pedal or control begins. Tests for deceleration and stopping distance shall be made on a substantially level (not to exceed plus or minus one percent grade), dry, smooth, hard surface that is free from loose material.

Deceleration Table

1	2	3	4
Classification of Vehicles and Combinations	Braking Force as a Percentage of Gross Vehicle or Combination Weight	Deceleration in Feet Per Second Per Second	Brake System Application and Braking Distance in Feet
Passenger vehicles, not including buses	52.8 percent	17	25
Single-unit vehicles with a manufacturer's gross vehicle weight rating of less than 10,000 pounds	43.5 percent	14	30
Single-unit, 2-axle vehicles with a manufacturer's gross vehicle weight rating of 10,000 or more pounds, and buses not having a manufacturer's gross vehicle weight rating	43.5 percent	14	40
All other vehicles and combinations with a manufacturer's gross vehicle weight rating of 10,000 or more pounds	43.5 percent	14	50

All brakes shall be maintained in good working order and shall be so adjusted as to operate as

equally as practicable with respect to the wheels on opposite sides of the vehicle.

Subd. 6. **Implement of husbandry.** An implement of husbandry that (1) is not self-propelled, (2) has a manufacturer's recommended capacity of more than 24,000 pounds, and (3) is manufactured and sold after January 1, 1994, must be equipped with brakes adequate to control the movement of and to stop and hold the towed vehicle.

History: (2720-255, 2720-256) 1937 c 464 s 105,106; Ex1937 c 38 s 2; 1939 c 430 s 19; 1945 c 207 s 7; 1953 c 423 s 1; 1955 c 452 s 1; 1959 c 277 s 1; 1961 c 89 s 1; 1963 c 747 s 1; 1967 c 272 s 1; 1976 c 205 s 1; 1988 c 636 s 8,9; 1989 c 342 s 17; 1990 c 416 s 2,3; 1992 c 581 s 12; 1993 c 187 s 10-12; 1995 c 120 s 2; 1Sp2001 c 8 art 2 s 44

Please direct all comments concerning issues or legislation
to your House Member or State Senator.

For Legislative Staff or for directions to the Capitol, visit the Contact Us page.

General questions or comments.

have a noise meter. The following is an excerpt from a letter that I have used in the past for communities that wish to ban jake brakes and have appropriate signing. A tip of the hat goes to Maine DOT whose web site I borrowed from heavily.

Numerous communities have proposed noise abatement legislation in the past. We have advised them that noise restrictions can be enacted per Section 386 of the Vehicle & Traffic Law, but the outright prohibition of the use of engine brakes, commonly referred to as "jake brakes" is not encouraged as it may violate Federal regulations regarding interstate commerce.

The Maine Department of Transportation has a web site that discusses the problem of jake brake noise and efforts by communities to control it. Pertinent information from their website is highlighted.

The Jake Brake is a registered trademark of Jacob Vehicle Systems. The term "Jake Brake" is sometimes incorrectly used to refer to compression release type engine brakes in general. The Jacobs Engine Brake is a device that mounts on the engine overhead. The principle behind the Jacobs Engine Brake engine retarder is simple. It changes the action of the exhaust valves, turning the engine into a giant compressor. It makes a distinctive sound while in operation, and converts a power producing diesel engine into a power-absorbing retarding mechanism. It is typically used on class 7 and 8 vehicles and can be activated or deactivated at the flip of a switch or foot pedal.

A "jake brake" can provide the following:

- Faster, steadier, more efficient braking performance
- Reduced wear on engine, tires, and service brakes.
- Lower vehicle maintenance costs.
- Less vehicle downtime.
- Enhanced driver confidence.

Enacting a traffic ordinance to deal with jake brake use may seem like a kind and responsive action to improve quality of life, but the issue that needs to be addressed is the issue of public safety possibly being compromised. Engine brakes are very effective at reducing the speed of heavy trucks on a downgrade, but what if the trucker had to stop quickly for an elderly person or entering vehicle, and only use the regular brakes? In most cases, the distance will be longer without the engine braking system and this could lead to problems at the bottom of the hill.

The Federal government has required all vehicles manufactured since 1978 to meet noise requirements when delivered to the customer. Today, trucks are required to emit less than 80 dBA of noise when they drive by, as measured at 50 feet. So trucks have been required to meet noise requirements when they leave the dealership as new vehicles for quite some time. In many "noisy truck" areas, the real problem is modified or defective exhaust systems. There is a good chance that the noisy trucks are running with straight stacks or gutted mufflers. Some are poorly maintained vehicles, while others have drivers who simply enjoy making noise. In any case, the use of the engine brake may not be the problem. The real problem in this noise issue is the illegal exhaust systems in many trucks. At other times, it may be the engine braking system, which is being used by the driver who has not tried to slow down in advance of a hill or traffic signal.

The regulations on vehicle noise relating to engine/muffler systems need to be enforced. Otherwise, a town would be fining for using engine brakes (sometimes being used justifiably) and not fining for the illegal muffler system.

Most states, including Maine (editor note: New York also), already have a law on the books that prohibits operating a motor vehicle on a public highway without a serviceable muffler. The real noise offenders, those with straight stacks or gutted mufflers, are operating in violation of this law. Police agencies have the authority to stop noisy vehicles and check them for muffler integrity. Cite those that are not in compliance. This is a fairly easy step that should produce a noticeable improvement in the quality of life for a

community.

In New York, the appropriate section of the Vehicle & Traffic Law is Section 386, Motor Vehicle Sound Level Limits. A copy of the law is attached as well as an illustration of a State Law sign that we have used on State highways in areas where noise has been a problem.

Since the jake brake is a legitimate safety device, we do not support prohibiting its use where justified. However, we realize that it is used inappropriately at times and this can create quality of life problems. As the Maine DOT website says, we believe most of the noise emitted is the result of faulty exhaust systems, and the best solution may be to enforce the Vehicle & Traffic Law on vehicle sound level limits at problem locations.

[Post a Reply][Back to Top]

Re: Engine / Exhaust Brakes ("Jake Brake")
 Chuck Bacon, Hingham, Mass Fire Dept, FDMechanic@hingham-ma.gov
 09/27/2009
 Is there a Federal or local requirement for an additional braking system for trucks over a certain class or weight? In other words a "Jake-brake" or other compression braking systems or retarders?
 [Post a Reply][Back to Top]

Re: Engine / Exhaust Brakes ("Jake Brake")
 05/10/2006
 Idaho will post a sign prohibiting the use of jake brakes when a City Ordinance is passed. The number of the ordinance is then printed on the sign.
 NJ might be different.
 [Post a Reply][Back to Top]

Re: Engine / Exhaust Brakes ("Jake Brake")
 Jan
 05/10/2006
 Oregon wrangled with this one and has ended up with a law that the use of 'engine brakes' can be prohibited by signing a specific area - except when needed for safety. The term 'engine brakes' was chosen by our legislature because it was in common usage, even though it is technically incorrect. It is difficult to enforce because police don't like to make the call that use wasn't necessary. Our complaints are usually either at the edges of a rural community or residents along a downhill section of a fast road. The DOT requires a history of documented complaints with a review by the local DOT traffic folks before signing a section of highway. Some cities have ordinances designating the 'no engine braking' area. The signs read: UNMUFFLED ENGINE BRAKING PROHIBITED Max Fine \$720. There is a variation with STATE LAW header for POE's.
 [Post a Reply][Back to Top]

Re: Engine / Exhaust Brakes ("Jake Brake")
 JB
 08/08/2006
 Washington uses the term "Compression Brake", how it is rarely, if ever enforced and is mainly used to placate angry citizens. I have had troopers tell me that they are heard of truckers purposely using them at the signs as a way of protesting being told they can't use a safety device. My opinion is that these signs are as worthless as deer crossing, children at play, etc, etc.
 [Post a Reply][Back to Top]

Re: Engine / Exhaust Brakes ("Jake Brake")
 JB
 08/08/2006
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these signs are as worthless as deer crossing, children at play, etc, etc.
[Post a Reply][Back to Top]

Re: Engine / Exhaust Brakes ("Jake Brake")
Alex Tahmazian, City of Calgary
08/09/2006
Calgary uses the phrase "Engine Retarder Brake".
We post both permanent signs in certain areas as well as portable signs that we rotate to locations based on complaints.
The sign text reads: "TRUCKERS - Use of engine retarder brakes prohibited within City Limits" A tab is added below the sign that reads: "\$250 FINE".
The signs are red on white and white on red.
[Post a Reply][Back to Top]

Re: Engine / Exhaust Brakes ("Jake Brake")
Bill Birdwell
08/10/2006
In a previous community that I worked in residents of a particular area were very vocal about "engine braking" and approached the council. Due to the ability of the small group of residents to grab the political ear of the council...an "ENGINE BRAKING ORDINANCE" was established. We installed 12"x12" signs stating "NO ENGINE BRAKING". No one has EVER recieved a ticket and the engine braking is still going on.
[Post a Reply][Back to Top]

Re: Engine / Exhaust Brakes ("Jake Brake")
Troy, Utah Department of Transportation, ttorgersen@utah.gov
08/11/2006
UDOT has a policy for engine brake restrictions. It is titled "Engine Brake Restriction Signing" and is Policy 06C-24. We have a regulatory sign used for freeways and a second for all other routes. The community requesting the sign must have an ordinance approved by the city council and also commit to enforcement of the restriction. The local agency also pays for the installation and upkeep of the sign.
[Post a Reply][Back to Top]

Re: Engine / Exhaust Brakes ("Jake Brake")
Chris Tiedt, ctiedt@stcharlesil.gov
07/24/2007
Does anyone have a place that I can look at or obtain a copy of an existing Engine Braking Ordinance. The State of Illinois has told us that in order for us to sign for no Engine Braking, we need to have an ordinance in place. I hate to re-invent the wheel on something like this.
Thanks,
Chris
[Post a Reply][Back to Top]

Re: Engine / Exhaust Brakes ("Jake Brake")
RHH
07/25/2007
No, but the question arose in my traffic office this week, but I was not involved in the discussion. A resident had asked about such a ban/law/sign. I'll try to check on that tomorrow. As for Bill Birdwell's report of the failure of his 12"x12" "NO ENGINE BRAKING" sign, My God. How big (small) were the letters? No wonder it didn't work.
[Post a Reply][Back to Top]

Re: Engine / Exhaust Brakes ("Jake Brake")
Ken
07/26/2007
Hopewell Township, NJ has such an ordinance. Perhaps if you google them and go to their website you can find a link to the township clerk who may be able to provide a copy of the ordinance.
[Post a Reply][Back to Top]

Re: Engine / Exhaust Brakes ("Jake Brake")
wendy, wdavis006@neo.rr.com

12/31/2007

If Jake braking is a safety device, then officers should ticket the idiots who use them as a joyride. I never heard of a safety device ever being used as a toy. Business owners should be fined for employees misbehavior, especially when they turn into the same entrance day after day. I'm not against safety, just disrespect.

[Post a Reply][Back to Top]

Re: Engine / Exhaust Brakes ("Jake Brake")

Bill Harclerode, Road Noise Group, roadnoisenj@gmail.com

04/28/2010

Our group is working to try to stop the prevalent use of unmuffled engine braking in NJ. All trucks have engine brakes, you cannot ban engine braking itself as it is perceived by NJDOT as a safety device that helps trucks stop better. But approx. 5% of trucks operate with illegally modified mufflers, which don't adequately muffle the engine braking noise. The very loud low-frequency noise travels for miles and keeps many people awake at night. In NJ it is illegal to operate any motor vehicle that does not have an effective muffler. Local police can enforce this under the NJ effective muffler law NJSA 39:370, a local ordinance is not needed. Only NJ Police can enforce laws on interstate highways, but they don't enforce unmuffled engine braking. Part of the problem is that the fine is only \$48. NJ Bill A703 (still in committee) increases the fine to \$500, the same as several other states. The other reason State Police do not enforce this is that it is a quality of life issue, not a safety issue, and so it does not get high enough priority. Lastly, truck weigh/inspection stations are not being adequately staffed by State Police and are closed more than they are open.

[Post a Reply][Back to Top]

Re: Engine / Exhaust Brakes ("Jake Brake")

Ken

04/29/2010

Please use your political contacts to have A703 amended to make it legal to run a motorcycle without any muffler off the road.

[Post a Reply][Back to Top]

Re: Engine / Exhaust Brakes ("Jake Brake")

Truck Driver

09/22/2010

As a driver I see the problem from both sides of the fence. An engine brake is the third most important safety device on a class 8 truck "Exp. Driver 1, brakes 2". It has done more to reduce crashes and deaths than ALL other laws combined. But, it can be very loud and annoying.

While I would NEVER turn mine off, I do make sure that my exhaust is working properly.

If a community has a problem with the noise engine brakes cause there are a few solutions that will work very well.

The easy solution is give tickets to trucks without mufflers "no training needed just the ability to see". The second is to measure the noise level produced "trainnig needed".

The problem with ALL the solutions that everyone has suggested so far is it doesn't fix/solve the problem.

The two I suggested WILL solve the problem if you give the ticket to the OWNER of the truck and not the driver.

By giving the driver a ticket, he/she may not use the brake when really needed "explain that to a lost love one". And, the truck will never get repaired and or muffler because it cost the owner nothing.

Last but not least. Sooner or later a lawyer will defeat your "no brake law" costing you thousands...maybe more.

[Post a Reply][Back to Top]

Re: Engine / Exhaust Brakes ("Jake Brake")

Farnell

11/14/2010

Driver:

I agree with you on the safety issue! I am currently petitioning my county to

pass an ordinance about using the engine retarder system when approaching a town. It is the noise issue, not the safety issue (because this is a FLAT area of highway). There is a neighborhood here, there are two churches on this stretch of highway. There are also, speed limit reduction signs approaching the town. After doing some research, I now understand that most of these vehicles are probably operating without the proper muffler system. My biggest problem is that, this offense happens at inappropriate times 7 pm on a Sunday? 10pm any given night? I have even heard these guys at 5:30 am. I could understand if I lived on a steep grade. I understand that because I live on a state highway, I will have to endure certain things, BUT, this is ridiculous!!! Do you have any suggestions for me? Thanks- from a former driver.

P.S. I agree , the ticket SHOULD be given to the owner
[Post a Reply][Back to Top]

Re: Engine / Exhaust Brakes ("Jake Brake")

Sarah

01/13/2011

When I worked as an intern for the city of Lebanon, Mo I did research on this issue and wrote an ordinance for our city, using bits and pieces from other cities' ordinances. just for the info of others, here is a copy of what was passed:

The orig section:

Sec. 14-98. Noises prohibited generally.

(a) It shall be unlawful for any person to make, continue or cause to be made or continued any excessive, unnecessary or unusually loud noise or any noise which either annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of persons within the city limits. Parades or festivals authorized by the city are expressly exempt from the provisions of this section.
(b) The following acts, among others, are declared to be loud, disturbing and unnecessary noises in violation of this section, but this enumeration shall not be deemed to be exclusive:

the new subsection:

(7) Exhausts and use of compression release engine braking systems. The discharge into the open air of the exhaust of any electric engine, steam engine, internal combustion engine, motor board, motor vehicle or other motor of any type except through a muffler or other device which effectively prevent loud or explosive noises therefrom, and, the use, operation or engagement of any compression release engine braking system within the city which is designed to slow the speed of a vehicle by turning the engine into an air compressor (commonly referred to as a Jacobs brake, Jake brake, engine brake or compression brake). This subsection shall not apply to fire engines or other emergency vehicles.

[Post a Reply][Back to Top]

Re: Engine / Exhaust Brakes ("Jake Brake")

01/19/2011

Please explain why you exempted fire engines and emergency vehicles. It cannot be due to lights and sirens since the new subsection only relates to exhausts and the use of compression brakes. Was the intent that all exhausts must be muffled and the use of a muffled compression brake is OK or to completely prohibit the use of compression brakes?

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United States Department of Transportation -- Federal Highway Administration

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I have lived at the corner of Twin Lakes Road & County Rd. 33 for 34 years, it was a gravel road when I moved here from Blaine. Traffic, particularly trucks, has been a problem we have just lived with all these years. I understand there is nothing we can do about the truck traffic but they should not be allowed to use engine braking in the city. There is absolutely no reason to use an engine brake on a flat grade. It has become intolerable to the point I can not have my windows open at night. Please look into passing an ordinance to eliminate engine braking.

Thank you,

Doug Huberty

9769 209th Ave NW

763-441-4643



Request for Action

To
City Council

Item Number
11.5

Meeting Date
March 2, 2026

Prepared By
Cal Portner, City Administrator

Item Description
Street/Signal Light Utility

Reviewed by
Lori Stich
Justin Femrite
Cal Portner
Jolene Richter

Action Requested
Receive information, discuss, and provide staff direction.

Background/Discussion

During the 2026 city budget process, Mayor Dietz suggested consideration of an increase to the Elk River Municipal Utility Payment in Lieu of Taxes (ERMU PILOT). In 2012, the city and ERMU entered into an agreement in which ERMU took possession of all street and signal lights. The agreement was amended in 2022 to account for added trail lighting along TH10, downtown banners/wreaths, and flags on power poles.

The budget ask of ERMU was to match the average PILOT as surveyed by APPA, which was 5%. ERMU claimed their PILOT contribution of 4% was exclusive of donated power, maintenance, and services to the city. ERMU has committed to paying a PILOT of 5% and billing the city for electricity to the streetlights. The anticipated annual new cost is approximately \$250,000, which equates to about 0.5% of the PILOT increase. For 2026, \$1.5 million of the PILOT is used to support the General Fund. \$28,000 is budgeted for the Elk River Library. If any funds remain, they will be transferred to the Equipment Replacement Fund.

ERMU has begun billing the city for electricity for street/signal lights. Because everyone in the city benefits from street/signal lights, it is typical practice to bill each property through a utility fee rather than using the property tax levy.

The Council should consider the following options and provide staff direction.

- 1) Increase the electric portion of the existing franchise fee to raise the necessary revenue. The residential impact would be \$1.35/month
- 2) Pay for the electric bill through the existing PILOT, reducing the amount used for the General Fund.
- 3) Forego the 5% and have ERMU cover the electricity.

In the proposed agreement, ERMU seeks to recover replacement, maintenance, and labor costs on the street/signal light assets from the city. This is above the retail rate they are charging the city for electricity. ERMU currently covers the cost of their other labor, maintenance, and asset replacement through their

The Elk River Vision

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



electric rate. As the owner of streetlight assets, ERMU's budget and rate structure covered the operational and maintenance costs of the lighting assets.

Financial Impact

The intent of increasing the PILOT was to be consistent with other municipal utilities that do not pay property taxes and thus minimize the General Fund impact on taxpayers.

Mission/Policy/Goal

Elk River Mission Statement

Attachments

1. 2022 Street Light Installation and Maintenance Agreement
2. 2026 Street Light Installation and Maintenance Agreement (Draft)

STREETLIGHT INSTALLATION AND MAINTENANCE AGREEMENT
BETWEEN
ELK RIVER MUNICIPAL UTILITIES
AND
THE CITY OF ELK RIVER, MINNESOTA

This AGREEMENT, hereinafter referred to as “Agreement,” is hereby made and entered effective the 10th day of May, 2022, by and between the City of Elk River, Minnesota, hereinafter referred to as the “City” and Elk River Municipal Utilities, hereinafter referred to as “ERMU”, and replaces the prior Memorandum of Understanding between the parties dated January 1, 2012.

1.0 *Purpose*

The purpose of this Agreement is to clarify the following with regard to streetlights, semaphores, and utility poles within the City of Elk River, Minnesota:

- The ownership of streetlights and certain trail lights within the City.
- Maintenance of semaphores within the City.
- The installation of new and replacement streetlights in existing developments.
- The material and labor costs associated with the installation and removal of City-approved brackets on streetlights and utility poles.

2.0 *Installation of New and Replacement Streetlights*

ERMU shall provide as a contribution to the residents of Elk River all the material costs and labor associated with the installation of new or replacement streetlights in street improvement and rehabilitation projects located within the City. The City shall notify ERMU of street improvement or rehabilitation projects under consideration on a timely basis to provide adequate time for design and budgeting and will specify the number and location of streetlights to be installed.

Streetlights in new developments shall be installed by ERMU, pursuant to ERMU’s standards.

ERMU shall take possession of streetlight fixtures and associated public improvements that meet City/ERMU standard when public improvements are accepted by the City.

3.0 *Maintenance of Streetlights and Trail Lights*

As owner of City streetlights, ERMU shall provide all material costs and labor associated with maintenance all of streetlights located within the City. The maintenance of streetlights will include lamping, ballasts, painting, and the locating of associated underground facilities.

ERMU shall also maintain the City owned trail lights along Trunk Highway 10 from Orono Park to Downtown Elk River as a contribution to the City, and thereby the residents of Elk River (see map Appendix I.) The city shall pay the material cost to replace said trail lights.

4.0 *Maintenance of Semaphores*

ERMU shall provide as a contribution to the residents of Elk River, limited maintenance of semaphores when such public improvements are turned over to the City for public ownership. The limited maintenance of these semaphores will include lamping and the locating of associated underground facilities.

5.0 *Attachments of Brackets to Streetlights*

Upon request by City, and when deemed possible by ERMU, ERMU shall attach brackets to certain downtown streetlights within the City (see map Appendix II.) ERMU will maintain and replace the brackets as necessary and will bill the City for labor and materials.

In order to avoid unnecessary wear and tear/maintenance issues, the brackets may be used only for the following:

- Hanging banners year round
- Hanging planters in summer and wreath decorations during the holiday season.

The banners, plants, and wreath decorations shall be provided by the City.

ERMU will install replacement banners provided by the City when necessary, but not annually.

The City shall install, maintain, and remove the hanging planters seasonally.

ERMU will install and remove the wreaths annually, providing the labor as a contribution to the City.

6.0 *Attachment of Flags to Specified Utility Poles*

Flags will be installed on specific bracketed utility poles from Memorial Day to Labor Day in the *Mississippi Connections* designated downtown (see map Appendix III.) Flags will be provided by the City and installed and removed by ERMU.

7.0 *Termination of Agreement*

This Agreement may be cancelled or terminated without cause by either party by giving (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation. Any and all amendments must be made in writing and must be agreed to by the parties before becoming effective.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by their duly authorized representatives:

ELK RIVER MUNICIPAL UTILITIES

THE CITY OF ELK RIVER, MINNESOTA

By _____
John Dietz, Chair

By _____
John Dietz, Mayor

By _____
Theresa Slominski, General Manager

By _____
Tina Allard, City Clerk

APPENDIX I

APPENDIX II

APPENDIX III

STREETLIGHT INSTALLATION AND MAINTENANCE AGREEMENT
BETWEEN
ELK RIVER MUNICIPAL UTILITIES
AND
THE CITY OF ELK RIVER, MINNESOTA

This AGREEMENT, hereinafter referred to as “Agreement,” is hereby made and entered effective the 10th day of February, 2026, by and between the City of Elk River, Minnesota, hereinafter referred to as the “City” and Elk River Municipal Utilities, hereinafter referred to as “ERMU”, and replaces the prior Memorandum of Understanding between the parties dated May 10, 2022.

Purpose

The purpose of this Agreement is to clarify the following with regard to streetlights, trail lights, parking lot lights, semaphores, and utility pole brackets/decorations within the City of Elk River. A table summarizing the responsibilities described herein is provided at Appendix A.

1.0 Installation, Maintenance and Replacement of Metered Streetlight Systems

The City of Elk River shall be responsible for all material costs and labor associated with the installation of new, metered streetlight systems associated with street improvement and rehabilitation projects located within the City.

ERMU shall take possession of new, metered streetlight systems that meet appropriate City/ERMU standards when public improvements are accepted by the City.

As owners of the metered streetlight systems, ERMU shall be responsible for all material costs and labor associated with the maintenance, repair and singular (knockdown) replacement of existing streetlights located within the City through the life of the existing system. The maintenance of streetlights will include lamping, painting at ERMU’s discretion, and the locating of associated underground facilities.

ERMU shall also be responsible for the relocation of specific streetlights to support small-scale projects. Large-scale relocation of existing street light systems shall be the responsibility of the City.

End of life replacement of streetlights systems shall be the responsibility of the City.

ERMU will invoice the city monthly for electrical usage on all metered streetlights. Maintenance and repair costs are included in the invoice charges for the metered usage.

2.0 Installation, Maintenance and Replacement of Non-Metered (fixed fee) Streetlights

Corner and midblock streetlights in new developments shall be installed, maintained and replaced by ERMU, pursuant to ERMU’s streetlight standards.

Non-metered streetlights lights shall be invoiced monthly on a per-pole basis in accordance with ERMU's rate schedule. Maintenance, repair, and replacement costs are included in the monthly fee for nonmetered streetlights.

3.0 *Installation, Maintenance and Replacement of Trail Lights*

The City of Elk River shall be responsible for all material and labor costs associated with the installation of new trail lights located within the City (**see maps, Appendix B**). Once installed, ERMU will maintain the City-owned trail lights at City expense.

ERMU will invoice the city monthly for electrical usage on all metered trail lights. ERMU will invoice the City semi-annually for the material, labor and equipment costs associated with the maintenance, repair and replacement of all trail lights.*

Installation, maintenance, and replacement of ballfield and court lighting within city parks is the sole responsibility of the City.

**For as long as the poles and light fixtures remain the same as those used by ERMU for streetlighting, the poles/lights along the access road and parking lot for Woodland Trails Regional Park will be maintained and invoiced by ERMU in the same manner as the trail lights described in this section.*

4.0 *Installation, Maintenance and Replacement of Parking Lot Lights*

Installation, maintenance, and replacement of all metered parking lot lights at city facilities is the sole responsibility of the City. ERMU will invoice the city monthly for electrical usage on all city-owned metered parking lot lights.

Non-metered parking lot lights shall be invoiced monthly on a per-pole basis in accordance with ERMU's rate schedule. Maintenance, repair, and replacement costs are included in the monthly fee for non-metered parking lot lights.

5.0 *Maintenance of Semaphores*

ERMU shall provide limited maintenance of semaphores when such public improvements are turned over to the City for public ownership. The limited maintenance of these semaphores will include re-lamping and the locating of associated underground facilities.

ERMU will invoice the city monthly for electrical usage on all metered semaphores. ERMU will invoice the City semi-annually for the material, labor, and equipment costs associated with the maintenance of semaphores.

6.0 *Attachments of Brackets to Streetlights*

Upon request by City, and when deemed possible by ERMU, ERMU shall attach brackets to certain downtown streetlights within the City (**see map, Appendix C**). ERMU will maintain and replace the

brackets as necessary and will invoice the City annually for material, labor, and equipment costs incurred.

In order to avoid unnecessary wear and tear/maintenance issues, the brackets may only be used for:

- Hanging banners year round
- Hanging planters in summer and holiday decorations (wreath or similar) during the holiday season.

The banners, plants, and wreath decorations shall be provided by the City.

ERMU will install replacement banners provided by the City when necessary, but not annually. ERMU will invoice the city semi-annually for the associated labor and equipment costs.

The City shall install, maintain, and remove the hanging planters seasonally at its cost. ERMU will install and remove the holiday wreaths (or similar decorations) annually as a donation to the City.

7.0 Attachment of Flags to Specified Utility Poles

Flags will be installed on specific bracketed utility poles from Memorial Day to Labor Day in the *Mississippi Connections* designated downtown (see map, Appendix D). Flags will be provided by the City and installed and removed by ERMU as a donation to the City.

Termination of Agreement

This Agreement may be cancelled or terminated without cause by either party by giving (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation. Any and all amendments must be made in writing and must be agreed to by the parties before becoming effective.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by their duly authorized representatives:

ELK RIVER MUNICIPAL UTILITIES

THE CITY OF ELK RIVER, MINNESOTA

By _____
John Dietz, Chair

By _____
John Dietz, Mayor

By _____
Mark Hanson, General Manager

By _____
City Clerk

APPENDIX A

Summary of Installation, Maintenance and Replacement Responsibilities

	1.0 Metered Streetlights	2.0 Fixed Fee Streetlights	3.0 Trail Lighting	4.0a Metered Parking Lot Lights	4.0b Fixed Fee Parking Lot Lights
Ownership	ERMU	ERMU	City	City	City
Installation	City	ERMU	City	City	City
Invoiced Electric Rate	Non-Demand Electric Service	Street/Security Light Service Rate	Non-Demand Electric Service	Non-Demand Electric Service	Street/Security Light Service Rate
Labor/Material	Included	Included	Invoiced	Invoiced	Included
Knock Down Replacement	ERMU	ERMU	City	City	ERMU
End of Life Replacement	City	ERMU	City	City	ERMU

	5.0 Semaphores	6.0a Banners	6.0b Planters	6.0c Holiday Decorations	7.0 Flags
Ownership	City/Other	City	City	City/Others	City/Others
Installation	City/Other	ERMU	City	ERMU	ERMU
Invoiced Electric Rate	Non-Demand Electric Service	N/A	N/A	N/A	N/A
Labor/Material	Invoiced	Invoiced	City	Donated	Donated
Knock Down Replacement	City/Other	City	City	City/Others	City/Others
End of Life Replacement	City/Other	City	City	City/Others	City/Others

APPENDIX B

Trail Light Systems

APPENDIX C

Downtown Streetlights with Brackets

APPENDIX D

Mississippi Connections Designated Downtown Streetlights with Flags